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SUPREME COURT OF THE UNITED STATES.

No. 111.

HENRY PARISH, DANIEL PARISH, LEROY M. WILEY, JOHN R. MARSHALL, THOMAS P. NORRIS, & THOMAS PARISH, MERCHANTS AND PARTNERS TRADING UNDER THE FIRM AND STYLE OF PARISH & CO., APPELLANTS,

vs.

CALEB MURPHREE, ADMINISTRATOR OF GEORGE GOFFE, DECEASED, LOUISA C. GOFFE, THOMAS WILLIAMS, JR., JOHN H. HENDERSON, TRUSTEE, &C., MARTHA LUCY, ADDISON BOYKIN AND WIFE, ELIZABETH G. GOFFE, CALVIN NORRIS, AND DAVID STODDER.

APPEAL FROM THE DISTRICT COURT, U. S., FOR THE NORTHERN DISTRICT OF ALABAMA.

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THE UNITED STATES OF AMERICA.

Pleas had at a term of the district court of the United States, for the northern district of Alabama, at Huntsville, begun and held for said district, at the court-house in the town of Huntsville, in said district, on the third Monday (being the twentieth day) of May, in the year of our Lord one thousand eight hundred and fifty, and of the independence of the United States of America the seventy-fourth.

Present, the hon. John Gayle, judge of said district court.

PARISH & Co.
vs.
GEORGE GOFFE and wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy and wife, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Calvin Norris, and David Stodder. } 13

Be it remembered, that, heretofore, to wit, on the thirteenth day of May, in the year of our Lord one thousand eight hundred and forty-three, was filed in the office of the clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, a bill of complaint in the name of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, merchants and partners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, against George Goffe and his wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy and his wife, Martha Lucy, Mary Louisa Goffe, and Elizabeth G. Goffe, (the said George Goffe, Philip D. Clack, Jones C. Lucy and his wife, Martha Lucy, Mary Louisa Goffe, and Elizabeth G. Goffe, being citizens of the State of Alabama, residing in the northern district thereof, and the said Louisa C. Goffe and Thomas Williams, jr., being citizens of the said State of Alabama, residing in the southern district of Alabama,) respondents, in the words and figures, to wit:

The original bill.

"To the honorable William Crawford, judge of the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the State of Alabama.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, in the State of New York, who are all citizens of the State of New York, bring this their bill against George Goffe, of Blount county, in the State of Alabama, and a citizen of said State of Alabama, residing in said northern district, and his wife, Louisa C. Goffe, of Dallas county, in

said State of Alabama, a citizen of the State of Alabama, residing in the southern district thereof; and Thomas Williams, jr., of Montgomery county, in said State of Alabama, a citizen of the State of Alabama, residing in said southern district; and Philip D. Clack, of Marshall county, in said State of Alabama, a citizen of the State of Alabama, residing in said northern district; and Jones C. Lucy and his wife, Martha Lucy, and Mary Louisa Goffe, and Elizabeth G. Goffe, who are all four of the said county of Blount, and citizens of the said State of Alabama, residing in said northern district; and Calvin Norris and David Stodder, of the city of Mobile, and citizen of the State of Alabama, residing in the southern district; and thereupon your orators complain and say, that they were formerly merchants in partnership, doing business under the firm name of Parish & Co.; that said George Goffe and one Joseph M. Goffe, who now resides beyond the State of Alabama, in parts to your orator unknown, were heretofore merchants in partnership, doing business under the firm name of G. and J. M. Goffe; that said George and Joseph M. Goffe, as such partners, on the 2d day of February, 1837, made and delivered their promissory note in writing, of that date, to your orators, whereby the said George and Joseph M. Goffe promised, thirteen months after the date thereof, to pay to the order of your orators the sum of five thousand one hundred and sixty-nine dollars at the branch of the Bank of the State of Alabama, at Mobile, for value received; that the said George and Joseph M. Goffe, on the 22d day of September, 1837, made and delivered their other promissory note in writing, of that date, to your orators; your orators then being ignorant of the conveyances hereinafter mentioned, whereby they promised, nine months after the date thereof, to pay to the order of your orators the sum of nine hundred and fifty-three $\frac{25}{100}$ dollars, at the branch of the Bank of the State of Alabama, at Mobile, for value received.

And your orators further say, that they, on the 7th day of November, 1840, brought one suit on both of said notes, in the district court of the United States, for the northern district of Alabama, at Huntsville, against the said George Goffe alone; and your orators recovered judgment in said suit and court on said notes at the term of said court, which was begun and held on the fourth Monday of November, 1841, against the said George Goffe for the sum of seventy-nine hundred and twenty-two dollars and fifty-seven cents damages, together with the costs of that suit, amounting to forty-six dollars sixty-three and a third cents; from which said judgment (the same as yet remaining of record in said court in full force) the clerk of said court, on the day of December, 1841, issued an execution, of the usual direction and form, against the goods and chattels, lands and tenements, of said George Goffe; and the same execution was received by the marshal of said northern district on the 7th day of December, 1841, and was returned by the said marshal on the 13th day of May, 1842, to said district court, "No property of the defendant found in my district;" which execution was so returned at the time when it was properly returnable.

And your orators further say, that the said George and Joseph M. Goffe, on the 2d day of February, 1837, made and delivered their other promissory note in writing, of that date, to your orators, whereby they promised, twelve months after the date thereof, to pay to the order of your orators the sum of five thousand one hundred and sixty-eight $\frac{55}{100}$ dollars, at the branch of the Bank of the State of Alabama, at Mobile, for value received; upon which said last mentioned note, your orators, on the 22d day of February, 1841, brought suit against the said George Goffe in the said district court; and in the said suit and court, at said November term, 1841, your orators recovered judgment (which is still of record in said court in full force) against said George Goffe for the sum of sixty-seven hundred and forty-four dollars and eighty-five cents damages, and the costs of that suit, amounting to forty dollars ninety-six and two-thirds cents; from which said judgment the clerk of said court, on the day of December, 1841, issued an execution against the goods and chattels, lands and tenements, of said George Goffe; and the same execution was received by the said marshal on the seventh day of December, 1841, and by him the same was returned on the 13th day of May, 1842, "No property of the defendant found in my district to make this debt or any part." The said execution was so returned at the time when it was properly returnable. And your orators further shew to your honor, that all said several debts are just, and that the said several sums of money, for which said several judgments were recovered as aforesaid, have never been paid, nor has either or any part of them, or any part thereof, ever been paid to your orators; but the same all remain due and owing. And your orators pray leave to refer to said notes, judgments, and executions, whenever necessary in this cause.

The said George and Joseph M. Goffe, are insolvent, except as hereinafter mentioned. The latter, shortly after the creation of said debts, left and has ever since remained from the State of Alabama, and thus he has eluded and prevented any suit against him on any of said notes, and he is wholly insolvent.

And your orators further shew to your honor, that, after the creation of all said debts as aforesaid, except as aforesaid, to wit, on the 12th day of September, 1837, the said George Goffe, with intent to hinder, delay, and defraud your orators in the collection of said debts, made a shift to get his property out of his hands, and thus became insolvent; and to that end, for the purpose of defrauding your orators as aforesaid, he and his wife, Louisa C. Goffe, by their deed of bargain and sale of that date, to wit, the 12th day of September, 1837, in which the consideration of sixty-four thousand dollars is acknowledged, gave, granted, bargained, sold, aliened, enfeoffed, and conveyed, to Thomas Williams, jr., his heirs and assigns forever, his, said George Goffe's, real estate, that is to say, six hundred and forty acres of land, lying and being in the county of Blount, and State of Alabama, within said northern district, composed of the southwest quarter of section six, township thirteen, range two west, containing $160\frac{55}{100}$ acres, being the same commonly called the Blount Springs tract; also the other quarter section ad-

joining the one above described, being the southeast quarter of section six, township thirteen, range two west, containing $160\frac{45}{100}$ acres; also the northeast quarter of section seven, township thirteen, range two west, containing $160\frac{45}{100}$ acres; also the east half of the northwest quarter of section seven, township thirteen, range two west, containing 80 acres; also the east half of the northwest quarter of section twelve, township thirteen, range three west, containing eighty acres and one-hundredth of an acre, the whole of which contains six hundred and forty acres over and above said fractions; together with all and singular the houses, out-houses, and improvements, rights, members, hereditaments, and appurtenances to the premises belonging, or in any wise incident or appertaining; and their said deed before the formal conclusion contains in the following words: To have, hold, occupy, possess, and enjoy, by the said Thomas Williams, jr., the hereby granted premises, to him, the said Thomas Williams, jr., his heirs and assigns, forever; but in this deed of conveyance is excepted from any warranty by the said George Goffe, two acres of ground, reserved by John H. Harris to himself, for certain purposes as expressed by deed from said Goffe to said Harris; but in this reservation all the right, title, claim, and interest, either in law or equity, which the said George Goffe and Louisa C. Goffe, his wife, may have, is conveyed, aliened, and assigned to the said Thomas Williams, jr. And the said George Goffe and Louisa C. Goffe, his wife, for themselves, their heirs, executors, and administrators, do hereby covenant and agree, to and with the said Thomas Williams, jr., that they will forever warrant and defend, and by these presents do warrant forever and defend *forever*, the true and lawful title of the above described tracts of land, excepting as above excepted, to him, the said Thomas Williams, jr., his heirs and assigns forever, from the claim or claims of all and every person or persons whatsoever.

The said Louisa C. Goffe, afterwards, to wit, on the said 12th day of September, 1837, before Jackson K. Hudson, then a justice of the peace in and for said county of Blount, acknowledged said deed, and conveyed her dower in said lands, as appears by an entry on said deed in the following words:

STATE OF ALABAMA, *Blount county.*

Be it remembered, that this day personally appeared before me, Jackson K. Hudson, one of the justices of the peace, in and for Blount county, Mrs. Louisa C. Goffe, the wife of the within named George Goffe, and upon being privately and separately examined by me, separate and apart from her said husband, did acknowledge that she, with her said husband, did sign, seal, and deliver the within deed to the within named Thomas Williams, jr., and that she did the same freely and voluntarily, without the dread, fear, or compulsion of her said husband, or any one else; and that she did then, and now does, fully and of her own will and accord, assign and convey to the said Thomas Williams, jr., his heirs and assigns, all her interest and estate, and all her claim

of dower, to the premises mentioned and conveyed in the said deed to the said Thomas Williams, jr.

In testimony whereof I have fixed my hand and seal, this 12th day of September, 1837, and the said Louisa C. Goffe has also signed the same with me.

JACKSON K. HUDSON. [SEAL.]

And I, the said Louisa C. Goffe, have hereunto affixed my seal this 12th September, 1837, and subscribed my name.

LOUISA C. GOFFE. [SEAL.]

Witness—JACKSON K. HUDSON. [SEAL.]

And afterwards, to wit, on the 15th day of September, 1837, it was proved by Jackson K. Hudson, one of the subscribing witnesses to said deed, who was first duly sworn before the clerk of the county court of said county of Blount, that the said deed was duly signed, sealed, and delivered by said George Goffe to said Thomas Williams, jr., of which, and of the further oath of said witness according to the statute in such case provided, the said clerk made his certificate on said deed under his hand and seal, and thereupon fully recorded the said deed.

And after the execution of said deed, to wit, on the 12th day of September, 1837, there was a deed signed, sealed, and delivered, and fully executed by and between said Williams and said Joseph M. Goffe, as trustee, and the said George Goffe, of that date, wherein it was recited that said Williams was then justly indebted to said George Goffe in the sum of sixty-four thousand dollars, to be paid as follows: five thousand dollars thereof on the first day of March, 1838; five thousand [dollars] more on the first day of October then next following; ten thousand [dollars] more on the first day of October, 1840; ten thousand dollars more on the first day of October, 1842; ten thousand dollars more on the first day of October, 1844; ten thousand dollars more on the first day of October, 1846; and fourteen thousand dollars more on the first day of October, 1848. It is further recited by said deed, that all of said sums were expressed in notes given on the day of the date of said deed, meaning by said Williams to said George Goffe, and bearing interest at the rate of six per cent. per annum from the date thereof.

The said Williams, by said deed, for the purpose of securing the said sums of money as they should become due as aforesaid, and upon the further consideration, as acknowledged by said deed, of one dollar to said Williams by said Joseph M. Goffe in hand paid, gave, granted, bargained, sold, aliened, enfeoffed, and conveyed, to the said Joseph M. Goffe, his heirs and assigns forever, all the hereinbefore mentioned tracts or parcels of land, and the same are described in said last mentioned deed, together with all and singular the appurtenances thereunto belonging; to have and to hold the premises granted, or intended to be granted premises, to said Joseph M. Goffe and his heirs forever. And said Williams by said deed, for himself, his heirs, executors, and administrators, did covenant and agree, that he would forever, the right

and title to said lands warrant and forever defend to said Joseph M. Goffe, his heirs and assigns, free from the claims of all persons whomsoever. Upon condition, nevertheless, that said Joseph M. Goffe should permit said Williams to remain in peaceable possession of said lands and premises, until default should be made in the payment of the above mentioned sums of money, or any part thereof; and the further condition that if said Williams should fail to make payment of any or of either of said instalments, when the same should become due and payable, it should be the duty of said Joseph M. Goffe, so soon thereafter as he might think proper, or the said George Goffe or his heirs or assigns might require, to proceed to sell to the highest bidder, for ready money, the said described tracts of land, or so much thereof as might be necessary, after having given four months notice of the time and place of sale in some newspaper printed in the State of Alabama; and that said trustee, out of the proceeds of said sale, after paying the expenses thereof, should pay over to said George Goffe, or his heirs, the amount that might be due at the time of sale, provided the lands should sell for so much, and that said trustee should pay over to said Williams, or his assigns, the balance, if any. And it was further provided by said deed of trust that said sale should take place at the Blount springs, unless otherwise directed by the agreement of all the parties to this deed; but that if said Williams should well and truly pay over to said George Goffe, or his assigns, the amount of said instalments, when the same should become due and payable, so that no default should be made therein, then that said obligation should be void, else remain in full force and effect. It is further stated in said deed, as your orators say the fact was, that said notes were given by said Williams to said George Goffe for the purchase of the said property described in said deed of trust, being the said lands as your orator's aver. And it was further stated in said deed of trust that the same was made to secure the payment of said notes, and your orators say that was the intention of the parties, whether said notes were in fact well described or not. And the said George Goffe, on the same 12th day of September, 1837, after the execution of said deed of trust, for the purpose of further hindering, delaying, and defrauding your orators in the collection of their said debts, made his other deed of that date to said Joseph M. Goffe, as trustee, wherein it was recited that said George Goffe then held five several notes on said Thomas Williams, jr., all bearing that date, four for the sum of ten thousand dollars each, all bearing an interest of six per cent., due as follows, the first due on the first day of October, 1840, and each of the others falling due biennially. The said George Goffe, by his last mentioned deed, for the further consideration therein expressed of the natural love and affection he had and love for his wife, Louisa C. Goffe, and his four daughters, Martha Ann Goffe, Mary Louisa Goffe, Elizabeth Griggs Goffe, and Caroline Maria Goffe, and for the further consideration of one dollar, as expressed in said deed to him in hand paid by said Joseph M. Goffe, acknowledged that he had given, assigned and conveyed, transferred and delivered, and by that deed did

give, transfer, assign and convey, to the said Joseph M. Goffe, the notes in said last mentioned deed described, in trust according to said deed, and for the purposes and upon the conditions following, that is to say, the note for fourteen thousand dollars, the said George Goffe, by his said deed, assigned and conveyed to said Joseph M. Goffe, in trust for the sole and separate use of his, said George Goffe's wife, Louisa C. Goffe, and by the said Joseph M. Goffe to be applied for the separate support and maintenance of the said Louisa C. Goffe for and during the time of her natural life, not subject to the control, debts, contracts, or forfeitures of said George Goffe; and after her death it was provided by said deed the balance of said note, or its proceeds, should be equally divided among the children of the said George and Louisa C. Goffe that might be living at her death, share and share alike, their heirs, executors, and administrators; and the other four notes in said last mentioned deed mentioned, the said George Goffe thereby assigned, conveyed, and transferred, to said Joseph M. Goffe, in trust, and for the purposes and upon the conditions following, that is to say, the note due the first day of October, 1840, for his, said George's daughter, Martha; the next note due for his daughter, Mary Louisa; the third note for his daughter, Elizabeth G.; and the fourth note for his daughter, Caroline Maria; and the said George by his said deed assigned, conveyed, transferred, and delivered each of said notes to said Joseph M. Goffe, in trust for his said daughters as aforesaid, for their sole and separate use, and for their separate support and maintenance, during their natural lives, and after their deaths each particular note to be divided among such child or children as his said daughter might leave living, share and share alike. But said deed further provided, that neither of said notes should be in any wise subject or liable to the debts, contracts, forfeitures, or incumbrances of any husband of any of his said daughters, and that should either or any of his said daughters die, without leaving alive any child or children, then the particular note, and the interest thereon that might accrue, should be equally divided among the minor or minors of his said daughters, under the same terms, restrictions, conditions, trusts, and limitations above set forth; which deed was signed, sealed, and delivered by said George Goffe. And the said Joseph M. Goffe, as evidence of his acceptance of the said trust, who set his hand and affixed his seal to said deed. The said deed of trust first above mentioned was duly proved before and recorded by the clerk of the county court of said county of Blount, according to the statute in such case made and provided. The said Thomas Williams, jr., was one of the subscribing witnesses to the deed of trust secondly above mentioned, that is to say, the deed of trust aforesaid for the benefit of said George Goffe's wife and daughters, and the said Thomas Williams, jr., was aware of its contents at the time of its execution.

The seven notes of writings obligatory aforesaid, which are mentioned in said first mentioned deed of trust, (and your orators know not whether they were under seals or not, except as after mentioned herein,)

were made by said Williams to said George Goffe as the consideration of said tracts or parcels of land.

Your orators state, upon their information and belief, that the said note or bond for the payment of five thousand dollars on the first day of March, 1838, as aforesaid, was duly paid by said Williams, who is now insolvent, to said George Goffe; and that the other, for five thousand dollars and interest as aforesaid, due 1st October, 1838, was in fact a writing obligatory, payable in bills of the Bank of the State of Alabama or any of its branches. It was endorsed by said George Goffe to his said firm of George & Joseph M. Goffe, and it was afterwards endorsed by that firm to certain persons trading in partnership under the firm name of Norris, Stodder & Co.; all of whom, except said Calvin Norris and David Stodder, are citizens of the State of New York, residing therein. The said note or writing obligatory was so endorsed to said Norris, Stodder & Co. in their said firm name. The said Calvin Norris and David Stodder are the acting public and managing partners, and have said note or writing obligatory for collection by consent of all the members of their firm.

The said seven notes or writings obligatory are the same which were secured, or intended to be secured, by the deed of trust first above mentioned. If they are not properly described in said deed, it was by mistake of the parties. Five of said seven notes or writings obligatory are the same which were conveyed, or intended to be conveyed, by the deed of trust secondly above mentioned, for the benefit of said George Goffe's wife and daughters as aforesaid. After the execution of said deeds, the said Martha Goffe intermarried with, and became the wife of, Jones C. Lucy; and thereafter, to wit, on the 21st day of April, 1841, the said Norris, Stodder & Co. filed their bill in the chancery court at Blountsville, in said county of Blount, against the said George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe. The said Norris, Stodder & Co., by their said bill, prayed for and obtained an injunction prohibiting and restraining said Joseph M. Goffe, and all persons acting under his authority, from making sale of said lands under said first mentioned deed of trust until the matters of said bill could be heard, and that their said injunction might be made perpetual. And the said bill contained, in substance, the following prayers for relief: that on the hearing of said cause a new trustee might be appointed, who should then be solvent, and resident of said State, instead of said Joseph M. Goffe, to execute said trust; or that a commissioner might be appointed to sell so much of said lands, before any part thereof should be sold to discharge either of the other sums aforesaid, as might be sufficient to pay the principal and interest of the said bond assigned to said Norris, Stodder & Co. as aforesaid; or that said deed of trust was a mortgage, and to appoint a commissioner to sell so much of said land as might be sufficient to pay said debt to said Norris, Stodder & Co.; and by their said bill they also prayed for general relief. The said cause was finally ended at last

June term of said court, and the chancellor, at his last term, in June, of said chancery court, by his order and decree, removed said Joseph M. Goffe, as trustee under said first mentioned deed of trust, and appointed in his stead Philip D. Clack, esqr., with authority to proceed according to said deed of trust in all things; whereby said Clack is now authorized, among other things, to raise, according to said deed of trust, sufficient money to pay the said debt of Norris, Stodder & Co., and your orators are willing that it shall be first paid. The rights of the parties were no further decided.

All the children of the said George and Louisa C. Goffe have been already named herein. And your orators say that said George and Joseph M. Goffe fraudulently created the debt for which they made their said note of date 22d September, 1837, as aforesaid, concealing from your orators that said George had made himself insolvent as aforesaid; but your orators gave said credit without knowing of any of said fraudulent contrivances.

The said Mary Louisa Goffe and Elizabeth G. Goffe are infants under the age of twenty-one years. The said Caroline Maria Goffe, after the execution of said deeds, departed this life without ever having had a child or been married.

Your orators have stated the citizenship and residence of said Mary Louisa Goffe according to their information and belief. Certain it is that she was born in the State of Alabama, and now is in said northern district sojourning, if not residing; and she is certainly a citizen of the State of Mississippi, if she is not a citizen of the State of Alabama.

The said Thomas Williams, jr., has never paid any of the purchase money of said land as aforesaid, except the said sum of five thousand dollars, and the interest on that sum as aforesaid.

Your orators have not any of the deeds hereinbefore mentioned; they believe the one first above mentioned to be in possession of said Williams; the one secondly above mentioned, and the one thirdly above mentioned, to be in possession of said Joseph M. Goffe; if not, they are, as your orators suppose, in possession of some one or more of the other defendants herein.

Your orators show that it was the object and intention of said George Goffe and his wife, as well as of his said daughters, and said Joseph M. Goffe, by the transactions aforesaid, to secure to said George, and his said wife and daughters, the benefit of said property, or of its proceeds, in fraud of your orators as just creditors as aforesaid; and accordingly the said George Goffe and his wife, and surviving daughters, and said Jones C. Lucy, are in possession of, and enjoying the use and profits of said property, or at least said Jones C. Lucy is in possession thereof, for the benefit of himself and of said George and his wife, and surviving daughters, as your orators state, upon their information and belief. Excepting the benefits secured to said George by said fraudulent contrivances, he is insolvent, so far as is known to your orators; and your orators have been thereby prevented hitherto from causing the amount

of their said judgments to be made by execution, although their said judgments remain of record in full force, not in any manner paid or satisfied; and your orators file this bill for the sole purpose of recovering the amount of their said judgments, which they can in no other wise obtain.

And your orators say, that when said George conveyed his property to said Williams, and said debts, for the use of his wife and daughters, as aforesaid, he, said George, was owing much more than he was able to pay; that many of said debts are yet unpaid; that by his said deed to Williams, and by that for the benefit of his wife and daughters, the said George conveyed all his property and interests, leaving nothing for the satisfaction of your orators, or of his other creditors, nor any property which was liable to judgments or executions; or, if he left any thing, it was very inadequate, and was made way with by said George, and his wife and daughters, before it could be reached by your orators.

And now so it is, may it please your honor, that said George Goffe and his wife, and surviving daughters, and said Jones C. Lucy, combining and confederating together, and with divers persons whose names are at present unknown to your orators, but which, when discovered, they pray leave to add as parties to this bill of complaint, with proper words to charge them in the premises, combining how to injure your orators in this behalf, have altogether neglected to pay the aforesaid just demands of your orators, alleging divers unfounded objections and pretences in that behalf; sometimes pretending that said George's aforesaid deed, for the benefit of his wife and daughters, was just and valid, and that he is unable to pay said judgments in favor of your orators; whereas your orators charge the truth to be, that said George, and his wife and daughters, aforesaid, intended by said deed to defraud your orators, and that the same is fraudulent and void, and that said George is able to pay the said demands of your orators out of the interests thus fraudulently conveyed.

All which actings and doings of said George and his confederates are contrary to equity and good conscience, and tend to the wrong and injury of your orators. In tender consideration whereof, and forasmuch as your orators are remediless in the premises at common law, and relievable only in equity; to the end, therefore, that the said defendants to this bill may, if they can, show why your orators should not have the relief hereby prayed, and may, upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such of the several interrogatories hereinafter numbered and set forth, as, by the note hereunder written, they are respectively required to answer, that is to say:

1. Whether the said three promissory notes were not made and delivered by said George and Joseph M. Goffe, as partners as aforesaid, to your orators, at the times they bear date, for full consideration?

2. Whether the suits were not brought on said notes, and judgments thereon recovered, and executions returned, as aforesaid?

3. Whether said judgments remain unsatisfied; or if paid or satisfied, when, how, by whom, to whom, and in what?

4. Whether said three deeds were not executed and recorded, first being proved and acknowledged, and the notes or writings obligatory made, in consideration of the purchase of said lands for the purposes, and as herein before mentioned, and if not, how; and if said seven notes or obligations are not the same that were secured, or intended to be secured, in said deeds of trust?

5. Who has said deeds and notes, or writings obligatory; and let him or her produce them to this honorable court?

6. Whether said suit in said chancery court, in Blountsville, was not brought, and pending, and ended, as aforesaid, and the injunction in that suit obtained as aforesaid?

7. Whether the note or writing obligatory aforesaid was not endorsed by said George to his said firm, and by said firm to Norris, Stodder & Co., as aforesaid?

8. Whether said Williams has paid any of said seven notes or writings obligatory; and if he has, when, to whom, in what, and how?

9. Whether he was not aware of said deed of trust, for the benefit of said George's wife and daughters aforesaid, at the time of its execution?

10. Whether said Martha is not now the wife of said Jones C. Lucy?

11. Whether said George and his wife, and surviving daughters, and said Lucy, are not in possession and receiving the profits of said property; and if not all, which of them is or are, and for whose use or benefit?

12. Whether said Joseph M. Goffe has not left, and resides beyond the State of Alabama, and is not insolvent, and so generally understood to be?

13. Whether said George is not insolvent, as herein before stated; if not, what has he, and where is it, and by whom held, and what is the nature of the title?

14. Whether said Williams is not wholly unable to pay his said debts for the purchase of said lands?

15. Whether said Clack is not now the trustee, as aforesaid?

16. Whether said Caroline Maria Goffe did not depart this life without husband or child as aforesaid?

17. Whether said George did not, when said deeds were executed, and does not yet, owe more than he was or is able to pay?

18. When he executed said deed to Williams, and that for the benefit of his wife and children, had he any property or interests left? If any, what and where was it; what was the nature of his title; how, where, and to whom did he dispose of it?

And your orators pray that said George Goffe may be required to come to a just account touching the amount due to your orators upon their said judgments, and that he may be decreed forthwith to pay the same to your orators; and in default thereof, that said Williams may forthwith pay the same to your orators; and in default thereof, that the said lands and real estate, or said debts, assigned to said wife and daughters, and said security for the payment thereof, may be, under the order

or decree of your honor, converted into money, by sale thereof or otherwise, as may seem best, so far as necessary; and that the money to arise from such sale or conversion may be appropriated to the payment of said judgments, with all costs and interest thereon, and the costs and expenses incurred by your orators in this behalf to be taxed, and the said debt of Norris, Stodder & Co.; if your honor think proper, that a receiver, commissioner, or trustee in this cause be appointed, with all usual or necessary powers in such cases; and that such injunction or injunctions as may become necessary in the progress of the cause, be granted; and that your honor grant to your orators such further or other relief in the premises as the nature of their case may require, and as shall be agreeable to equity and good conscience.

May it please your honor, the premises considered, to grant unto your orators the writ of subpœna of the United States of America, to be issued out of and under the seal of this honorable court, to be directed to said George Goffe and Louisa C., his wife, the said Thomas Williams, jr., Philip D. Clack, the said Jones C. Lucy and Martha Lucy, his wife, and the said Mary Louisa Goffe and Elizabeth G. Goffe, (the two last being infants, under the age of twenty-one years, and your orators pray your honor to appoint guardians ad litem for them,) and the said Calvin Norris and David Stodder, and their confederates, when discovered; therein and thereby commanding them on a certain day, and under a certain pain therein to be specified, personally to be and appear before your honor, in this honorable court, and to answer all and singular the premises; and further, to stand to, abide by, and perform such order, direction, and decree in the premises as shall be made therein. And your orators shall ever pray, &c.

S. PARSONS,
Solicitor and Counsel for comp'ts."

Note.—All the defendants to this bill are required to answer each and all the interrogatories numbered from one to eighteen inclusive, except Philip D. Clack, who is required to answer the interrogatories 6 and 15.

S. PARSONS,
Solicitor and Counsel for complainants.

And thereupon, to wit, on the first day of September, in the year one thousand eight hundred and forty-three, were issued subpœnas in said cause, to wit, one against George Goffe and his wife, directed to the marshal of the northern district of Alabama, in the words and figures following, to wit:

The sub. vs. George Goffe and Louisa C. Goffe, directed to the marshal of the northern district.

"The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon George Goffe, who is a citizen of the State of Alabama, residing in the northern district thereof,

and his wife, Louisa C. Goffe, if to be found in your district, that they, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said district, on the rule day, to be held on the first Monday in October next, to answer the bill of complaint of Henry Parish, David Parish, Le Roy M. Wiley, John K. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and copartners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, exhibited on the chancery side of said court, against them and others, respondents. A certified copy of which bill of complaint is herewith issued, to be by you delivered to the said George Goffe and his wife, Louisa C. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, this first day of September, in the year of our Lord, one thousand [SEAL] eight hundred and forty-three, and of the independence of the United States of America the sixty-eighth.

Attest: B. T. MOORE,
Clerk of said court.

Signed first day of September, 1843.

Mem.—The defendants are to enter their appearance in this suit in the clerk's office, on or before the day at which the writ is returnable, otherwise the bill may be taken pro confesso.

Attest: B. T. MOORE,
Clerk D. C., N. D. Ala."

(Marshal's return.) "Executed 4th September, 1843, on George Goffe, Lucy C. Goffe not found.

BENJAMIN PATTERSON,
Marshal N. D. A.

By his deputy,

R. W. COTTART."

The subpœna against George Goffe and his wife, Louisa C., directed to the marshal of the southern district of Alabama, in the words and figures following, to wit:

The sub. vs. G. Goffe and L. Goffe, to the mar. of southern district.

The President of the United States of America, to the marshal of the southern district of Alabama, greeting:

You are hereby commanded to summon George Goffe and Louisa C. Goffe, his wife, who are citizens of the State of Alabama, the former residing in the northern district of Alabama, and the latter residing in the southern district of Alabama, that they, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the

town of Huntsville, in said district, on the rule day to be held on the first Monday in October next, to answer the bill of complaint of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and copartners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, exhibited on the chancery side of said court against them and others, a certified copy of which bill of complaint is herewith issued, to be by you delivered to the said George Goffe and his wife, Louisa C. Goffe. Herein fail not, and have then and there this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of the district court of the United States, for the northern district of Alabama, this first day of September, in the year of our Lord one thousand eight [L. S.] hundred and forty-three, and of the independence of the United States of America the sixty-eighth.

Attest: B. T. MOORE, *Clerk of said court.*

MEM. The defendants are to enter their appearance in this suit, in the clerk's office, on or before the day at which this precept is returnable, otherwise the bill may be taken pro confesso.

Teste: B. T. MOORE, *Clerk of said court.*

(*Marshal's receipt and return.*)

Selma, Dallas county, Ala. Received September 21st, and executed on Mrs. L. C. Goffe, on the 22d day September, 1843.

P. H. DE LANE, *Deputy marshal,*
For A. ARMSTEAD, *U. S. marshal*
for the southern district of Alabama.

The subpœna against Philip D. Clack, Jones C. Lucy and his wife, Martha Lucy, Mary Louisa Goffe, and Elizabeth G. Goffe, directed to the marshal of the northern district of Alabama, [is] in the words and figures following, to wit:

The sub. vs. P. D. Clark, J. C. Lucy, and al.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are bereby commanded to summon Philip D. Clack, Jones C. Lucy and his wife, Martha Lucy, Mary Louisa Goffe, and Elizabeth G. Goffe, who are citizens of the State of Alabama, residing in the northern district thereof, if to be found in your district, that they, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court house, in the town of Huntsville, in said district, on the rule day to be held on the first Monday in October next, to answer the bill of complaint of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants

and partners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, exhibited on the chancery side of said court, against them and others, respondents, a certified copy of which bill of complaint is herewith issued, to be by you delivered to each of the said defendants, Philip D. Clack, Jones C. Lucy and his wife, Martha, Mary Louisa Goffe, and Elizabeth G. Goffe. Herein fail not and have you then and there this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of the district court of the United States, for the northern district of Alabama, this first day of September, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States of America the sixty-eighth.

[L. S.]

Attest: B. T. MOORE, *Clerk of said court.*

Issued first day of September, 1843.

MEM. The defendants are to enter their appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill may be taken pro confesso.

Attest: B. T. MOORE, *Clerk D. C., N. D. Ala.*

(*Marshal's return.*)

Executed 4th September, 1843, except as to Philip D. Clack, and executed on Philip D. Clack 6th September, 1843.

BENJAMIN PATTERSON,
Marshal N. D A.
By his deputy R. W. COLTART.

The subpœna issued against Thomas Williams, junior, directed to the marshal of the southern district of Alabama, in the words and figures following, to wit:

The sub. vs. Thomas Williams, to marshal southern dist. of Ala.

The President of the United States of America, to the marshal of the southern district of Alabama, greeting:

You are hereby commanded to summon Thomas Williams, jr., who is a citizen of the State of Alabama, residing in the southern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said district, on the rule day to be held on the first Monday in October next, to answer the bill of complaint of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and copartners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, exhibited on the chancery side of said court, against him and others, a certified copy of which bill of complaint is herewith issued, to be by you delivered to said Thomas Williams, jr.

Herein fail not, and have then and there this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of the district court of the United States, for the northern district of Alabama, this first day of September, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States of America the sixty-eighth.

[L. S.]

Attest: B. T. MOORE, *Clerk of said court.*

Issued first day of September, 1843.

MEM. The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill may be taken pro confesso.

Attest: B. T. MOORE, *Clerk D. C., N. D. Ala.*

(Marshal's receipt and return.) Received September, 1843; received too late for service.

GEORGE C. BALL,
Special deputy.
For WM. ARMSTEAD,
Marshal U. S., S. district, Ala.

And afterwards, to wit, at a rule day of the district court of the United States of America, for the northern district of Alabama, held pursuant to a rule of the Supreme Court of the United States aforesaid, at the office of the clerk of said district court, in the town of Huntsville, in said district, on the first Monday (being the second day) of October, in the year of our Lord one thousand eight hundred and forty-three, an order in said cause was made as followeth:

Decree pro confesso vs. Geo. Goffe.

"The subpœna in this cause, issued on the first day of September, in the year eighteen hundred and forty-three, against George Goffe and his wife, having been executed on the said defendant, George Goffe, on the fourth day of September, eighteen hundred and forty-three, and the said George Goffe having failed to enter his appearance in said cause at this office, it is now, upon the application of said plaintiffs, by their solicitors, ordered, that a decree pro confesso be entered against said defendant, George Goffe, for his non-appearance as aforesaid."

And on the said second day of October, eighteen hundred and forty-three, an alias writ of subpœna against said Thomas Williams, jr., was issued in said cause in the words and figures following, to wit:

Alias subpœna vs. T. Williams, jr.

The President of the United States of America, to the marshal of the southern district of Alabama, greeting:

You are hereby commanded as heretofore to summon Thomas Williams, jr., who is a citizen of the State of Alabama, residing in the southern

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district thereof, that he, laying aside all excuse, appearing personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said district, on the rule day to be held the first Monday in November next, to answer the bill of complaint of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, complainants, exhibited on the chancery side of said court against him and others; a certified copy of which bill of complaint is herewith issued, to be by you delivered to said Thomas Williams, jr.; herein fail not, and have then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, this [L. S.] second day of October, in the year of our Lord one thousand eight hundred and forty-three, and of the independence of the United States of America the sixty-eighth.

Attest: B. T. MOORE,
Clerk of said court.

Issued second day of October, 1843.

Mem.—The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill may be taken pro confesso.

Attest: B. T. MOORE,
Clerk D. C., N. D., Ala.

(Marshal's receipt and return.) Received 27th October, 1843; received not in time to execute it.

WILLIAM ARMSTEAD,
U. S. marshal.

And afterwards, to wit, on the first day of November, in the year one thousand eight hundred and forty-three, was filed by John C. Lucy and his wife, two of the defendants in said cause, a demurrer in the words and figures following, to wit:

Demurrer of J. C. Lucy and wife Martha.

PARISH & Co.
vs.
GEORGE GOFFE et al.

District court of the United States, for the northern district of the State of Alabama.

These defendants, John C. Lucy and wife, Martha, by protestation, not confessing any of the matters and things in said bill contained to be true as therein alleged, say, that they are advised by their

counsel that complainants' said bill is insufficient, and to which, by the rules of this court, these defendants ought not to be compelled to make or give any answer; and for cause of demurrer thereto these defendants show, that it appears by said bill that the same is exhibited against these defendants and others, for the purpose of setting aside a certain deed of gift from George for the benefit of defendant Martha, and others, as fraudulent and void, because made with intent to hinder, delay, and defraud complainants, who [are] just creditors of said George Goffe and Joseph M. Goffe, as partners; that complainants obtained judgment against George Goffe alone; had executions issued and returned no property found; and that they had never sued said Joseph M. Goffe at all. It further appears that said deed of gift was executed on the 23d day of September, 1837; that complainants did not commence their action at law against said George Goffe till 7th day of November, 1840, on two of their claims; and till 22d day of February, 1841, on the other; on all of which in November, 1841, they obtained judgments, upon which executions were issued and were regularly returned, no property found, in May, 1842, and that said George Goffe and Joseph M. Goffe are insolvent; and complainants were thereby prevented from making the amount of their judgments. It does not appear from said bill that said George Goffe and were insolvent at the time of said deed of gift; it does not appear from said bill that said Goffe could not have paid all the debts he then owed, without the property thus given, for the reason that complainants failed to sue Joseph M. Goffe, and that there is no averment in said bill that Goffe, after said gift, was not able to pay all his debts; these defendants do demur to said bill, and pray judgment of this court, if they shall be compelled to make other and further answer, and to be discharged hence with their costs, &c.

ROBINSON,
Counsel and solicitor for defendants.

I certify that I am counsel for defendants, and that in my opinion this demurrer is well founded in point of law.

JAMES ROBINSON.

This day personally appeared before me, Benjamin T. Moore, clerk and master in chancery of said district court, said John C. Lucy, one of said defendants, who being sworn says, that the demurrer this day filed in said cause is not interposed for delay.

JONES C. LUCY.

Subscribed and sworn before me, this first day of November, 1843.
Test: B. T. MOORE, *Clerk, &c.*

(Endorsed.) Filed first day of November, 1843.
Test: B. T. MOORE, *Clerk.*

And afterwards, to wit, on the thirtieth day of November, being a

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day of a term of the district court aforesaid, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-three—

Order at Nov., 1843, *granting leave to am'd bill of complaint.*

"Came the parties, by their solicitors, and on motion of said plaintiffs, by their solicitors, leave is granted them to amend their said bill of complaint by interlineation and erasure.

Order granting leave to amend demurrer.—Order annulling demurrer.

And on motion of said defendants, Jones C. Lucy and his wife, Martha, by their solicitor, and by consent of said plaintiffs, leave is given them to amend their said demurrer, and the demurrer aforesaid being argued by counsel, and understood by the court, because, it appears to the court, that the matters and things in said plaintiffs' said bill of complaint are good and sufficient, to enable them to have and maintain their aforesaid cause: It is therefore considered by the court that said demurrer be overruled.

Order appointing guardian ad litem for M. L. Goffe and E. G. Goffe.

And on motion, and it appearing to the satisfaction of the court, that the said defendants, Mary Louisa Goffe and Elizabeth G. Goffe, are infants, under the age of twenty one years. It is ordered by court, that said Jones C. Lucy be, and he is hereby, appointed guardian ad litem of said infant defendants.

Order to continue.

And it is further ordered that this cause be continued."

And afterwards, to wit, on the twenty-second day of May, in the year of our Lord one thousand eight hundred and forty-four, was filed in the office of the clerk of said district court in said cause the answer of Philip D. Clack, one of the defendants in said cause, in the words and figures following, to wit:

Answer of Philip D. Clack.

"The separate answer of Philip D. Clack, to the bill of complaint of Henry Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, against George Goffe and his wife, Louisa Goffe, Thomas Williams, junior, and Philip D. Clack, and Jones C. Lucy and his wife, Martha Lucy, and Mary Louisa Goffe and Elizabeth G. Goffe, filed in the district court of the United States of America for the northern district of Alabama, at Huntsville, in the State of Alabama. The said Philip D. Clack, saving and receiving to him-

self all manner of benefit to the imperfection of said complainants' bill, answereth and saith, that the said chancery suit was brought in the said chancery court at Blountsville, and the injunction in that suit obtained. And respondent further states, that said suit was determined before the filing of said bill; and the said Joseph M. Goffe removed by said chancery court, as trustee, in the trust deed first mentioned, and the said respondent substituted by said court as trustee in place of said Joseph M. Goffe, and is now the trustee in said deed. Respondent further states, that he has no interest whatever in the matters in controversy, except as a trustee by virtue of the appointment made by the said chancery court at Blountsville; and therefore prays to be dismissed, ahd is discharged from further controversy in said cause, with his reasonable costs awarded him by said court.

PHILIP D. CLACK.

THE STATE OF ALABAMA,
Madison county.

Before me, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of the State of Alabama, at Huntsville, personally appeared in open court the above named Philip D. Clack, who, being duly sworn, deposeth and saith, the facts, as stated by him in the above is true in substance and fact.

PHILIP D. CLACK.

Subscribed and sworn in open court, this 22d day of May, 1844.
Test: B. T. MOORE,
Clerk D. C.

(Endorsed:) "Filed 22d May, 1844. Test, B. T. Moore, clerk."

And afterwards, to wit, on the twenty-third day of May, being a day of a term of the district court aforesaid, begun and held for said district, at the court-house, in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and forty-four—

"Come the parties, by their counsellors, and by their consent, it is ordered that this cause be continued."

And afterwards, to wit, on the 5th day of November, in the year of our Lord one thousand eight hundred and forty-four, was filed in the office of the clerk of the district court aforesaid the answer, in said cause, of Jones C. Lucy and his wife, Martha, Addison Boykin and his wife, Mary Louisa, Louisa C. G. Goffe; and Jones C. Lucy, as guardian ad litem of Elizabeth G. Goffe, in the words and figures following to wit:

Answer of J. C. Lucy and wife, A. Boykin and wife, L. C. Goffe, and J. C. Lucy, guardian of E. G. Goffe.

"The joint and separate answers of Jones C. Lucy and Martha, his

wife, Addison Boykin and Mary Louisa, his wife, Louisa C. Goffe, and Jones C. Lucy, as guardian ad litem of Elizabeth G. Goffe, to the bill and the amended bill of Parish & Co., against them et al., in the district court of the United States, for the northern district of the State of Alabama.

These defendants, saving and reserving to themselves, now and at all times hereafter, all manner of benefit and advantage from the many errors and imperfections in said bill contained, for their answer thereto say, that it is true that said George Goffe once owned the lands described in said bill; and that, on the 12th day of September, 1837, said Goffe, in conjunction with defendant, Louisa C., sold and conveyed said lands to said Thomas Williams. It is also true that, for said lands, said Williams agreed to give said Goffe sixty-four thousand dollars; and according to the terms of said sale said Williams executed to said George Goffe his seven several promissory notes or bonds, which are correctly set forth and described in said bill. To secure which said bonds or notes as they should fall due, said Williams executed to said Joseph M. Goffe his certain deed of conveyance, whereby he conveyed to him the lands so purchased, in trust, to be by him sold, should Williams make default in the payment of either or any of said notes or bonds.

It is also true that, on the 12th day of September, 1837, said George Goffe executed to said Joseph M. Goffe, his certain deed, dated on that day, whereby he assigned and transferred to him the five notes or bonds of said Williams last falling due, to be by him held in trust for, and for the benefit of, defendants Louisa C. Goffe, Martha, Mary L., and Elizabeth and Caroline, who has since died, in the same manner, and for the sums to each separately, as is therein set forth and shown; which said deed was, on the 12th day of September, 1837, duly proven according to the laws of the State of Alabama; and on the 15th day of September, 1837, was duly recorded in the office of the clerk of the county court of Blount county in said State, where the lands laid; a copy of which, with a copy of the certificates of probate and registration is herewith filed, and prayed to be taken as part of this answer.

But these defendants positively deny that said George made said sale to said Williams and said deed to said Joseph M. Goffe, for the purpose or with the intent to defraud, hinder, or delay complainants or any other of his creditors. On the contrary, both were fairly and honestly made; the first was made with a good intent and for a valuable consideration; and the second, the deed to Joseph, on a good and also valuable consideration, without any intent of hindering, delaying, or defrauding any of his creditors, and certainly without that effect.

At the time of his intermarriage with defendant, Louisa C., said George Goffe was a poor young man, without money or property; soon after said marriage, her father, Jacinth Gardner, set up said George Goffe in business as a merchant. By the proceeds of this business and by gifts of other property, real and personal, by said Gardner, afterwards made to him, said George Goffe acquired the whole of the property of which he was possessed at the time of said sale to Williams.

For several years prior to said sale, said G. Goffe had given his personal attention in keeping and superintending the Blount springs. In the fall of 1836, he again opened a mercantile establishment in partnership with said Joseph M. Goffe. At this time, so far as these defendants know or can ascertain, said Goffe was free from debt, except to a very trifling amount. But finding the business of keeping said springs, incompatible with that of selling goods, and believing that selling goods was a more profitable business than keeping the springs, he determined to sell said springs and devote his entire attention to the other business.

Pending the treaty for said sale, said Williams, as the friend of defendant, Louisa C. and her daughters, urged upon said Goffe the propriety of, and the moral obligation resting upon him, resulting from the facts above stated, and from the fact that she was about to assign away her interest in a valuable freehold estate, to settle a part of the purchase money for said springs upon her and her daughters. This he declined to do, until said Williams told him if he persisted in his refusal, that he would not buy the springs of him. After some further hesitation, said Goffe concluded to settle a portion of said lands on his wife and daughters, and the contract of said sale was concluded, with this as one of the expressed conditions thereof; which condition was afterwards carried out by the execution of the deed from George to Joseph M. Goffe, as aforesaid. From all which it appears that the fact that said Goffe had received the far greater portion of property by his marriage, and the relinquishment of said Louisa's dower in said lands were the consideration of said deed from George to Joseph M. Goffe. And so defendants say that said deed was made upon a good and valuable consideration.

Defendants deny that, at the date of his sale to Williams, and his said deed to Joseph for the use of his wife and children, said George Goffe was owing much more than he was able to pay; that many of said debts are yet unpaid; that by his said sale to Williams and said deed to said Joseph, said George conveyed all his said property and interests, leaving nothing for the satisfaction of his creditors, nor any property liable to judgments and executions; or, if any, it was inadequate and made away with before it could be reached. Defendants say that said allegations are wholly false and were known by complainants to be so when made.

On the contrary, defendants have been informed, believe it to be true, and so charge, that on the 12th day of September, 1837, the individual debts of said George Goffe did not amount to one thousand dollars; that the partnership debts of G. & J. M. Goffe did not exceed twenty or twenty-two thousand dollars, including therein the two larger notes of complainants, set forth in their bill.

Defendants have been further informed, believe it to be true, and so charge, that on the 12th day of September, 1837, said George Goffe, exclusive of the land sold to Williams or the purchase money therefor, was worth at least forty thousand dollars, and probably fifty thousand dollars. The property then possessed by him, individually, consisted

of, exclusive of the lands sold to Williams, a valuable house and lot in the city of Tuscaloosa, of a great quantity of valuable lands lying in the counties of Blount, Walker, Jefferson, and Autauga, in the State of Alabama, a large number of negroes, bonds, bills, notes, accounts, and divers other things of personal property. At that time, the firm of G. & J. M. Goffe was worth twenty thousand dollars. The property of which they were possessed consisted of two good stocks of goods, bonds, bills, notes, accounts, and other personal property. The first purchases made by said firm in the fall of 1836 amounted to something like thousand dollars, and were principally for cash in the eastern cities; these goods were by them sold at profits varying from thirty-seven to one hundred per cent.

Respondents have been informed, believe it to be true, and so charge, that said George Goffe continued solvent and voluntarily to pay his own and the firm debts till April or May, 1839, when for the first time any of his property was sold under execution.

Defendants have been informed, believe it to be true, and so charge, that said George Goffe and G. & J. M. Goffe fully paid off all the debts contracted by them, or either of them, prior to September, 1837, except the two large notes of complainants; and defendants charge that complainants, by ordinary diligence could have collected these debts also, and that they lost them by their wilful negligence and blind confidence in the continuing solvency of George and G. & J. M. Goffe.

Defendants have been informed, believe it to be true, and so charge, that G. & J. M. Goffe, in the year 1838, established in different sections of the State some five or six dry goods stores, to establish and supply which at different times they bought most of their goods on a credit, and that the most of their sales were made on a credit, and many of them to insolvent purchasers; and that it was the purchases and sales thus made that broke said George and G. and J. M. Goffe.

Defendants have been informed, believe it to be true, and so charge, that said George and G. & J. M. Goffe voluntarily paid off many of the debts so contracted after September, 1837; upon others of them they are sued; upon some of these suits full satisfaction was obtained; upon others only partial, and upon others again nothing.

Defendants have been informed, believe it to be true, and so charge, that as late as July or August, 1839, said George Goffe sent from this State to Texas property worth at that time twelve thousand seven hundred dollars, consisting of ten likely and valuable negroes, and other property; and defendants have heard that he sold said property, and laid out the purchase money in Texas lands.

Defendants have been informed, believe it to be true, and so charge, that the members and partners of the firm of Parish & Co., of New York, are also members and partners of the firm of Norris, Stodder & Co., of Mobile, and that some time in the spring of 1838 said Norris, Stodder & Co. sold on a credit to said G. & J. M. Goffe, goods to the amount of fifteen or eighteen thousand dollars, with notice that said George had made said sale to Williams, and the deed to Joseph.

About the 12th of January, 1839, said Norris, Stodder & Co., acting for themselves and as agents for complainants, procured said George Goffe to execute his certain deed, whereby he conveyed his house and lot in the city of Tuscaloosa, worth at [the] time eight thousand dollars, and also nineteen negroes, worth at that time at least twelve thousand dollars, and perhaps fifteen thousand, to a trustee to be by him held in trust to secure a portion of the debt due from said Goffes to Norris, Stodder & Co. and that one of complainants' longer notes which fell due thirteen months after its date.

How much of said property has ever been sold under said deed, defendants do not know; but they have understood, believe it to be true, and so charge, that portions of said property was sold for six thousand eight hundred dollars, and that said Norris, Stodder & Co., in violation of the terms, conditions, and requirements of said deed in trust, received said money, and applied the whole of it in payment of the debt due to Norris, Stodder & Co., to the entire exclusion of the debt of complainants, also secured therein; said original deed of trust is in possession of complainants or their agents, and they are now here required to produce it on the final hearing of this cause; on their failure to do so, secondary evidence of its contents will be given by defendants.

Defendants have been informed, believe it to be true, and so charge, that, as late as 1841 and 1842, money has been collected by sheriffs off of said George Goffe under executions, but to what amount defendants have no correct information.

From all which it is manifest, and so these defendants charge the fact to be, that for two years at least, if not longer, after said sale and deed, said George Goffe had in his possession property amply and abundantly sufficient to pay all the debts he owed on the 12th of September, 1837.

These defendants are advised by their counsel that said Norris, Stodder & Co., have no claim to any portion of the funds secured by the deed of trust made by said Williams, and now insist that they have not, or if they ever had, any interest therein, that they shall be postponed in favor of the rights of these defendants; said Norris, Stodder & Co. never did sue said Williams on said note or bond. Had they sued said Williams on said note or bond they could have made the money; but they stood idly by and suffered him to become insolvent.

It is true, as stated, that said Norris, Stodder & Co. filed their bill in the chancery court for the county of Blount, in the State of Alabama, containing the allegations and prayers as set forth in the complainants' bill; it is also true that said Joseph was removed as trustee, and said Clack appointed in his stead.

But defendants have been informed, believe it to be true, and so charge, that said bill of Norris, Stodder & Co. charged that said George Goffe made said deed of trust to Joseph for the benefit of his wife and children, for the purpose and with the intent to hinder, delay, and defraud his creditors; and that after said sale and deed of trust said Goffe

had not sufficient property left to pay his debts, and prayed that said deed should be set aside as fraudulent and void; and that said Norris, Stodder & Co. took several depositions to sustain the allegations in their said bill. On the final hearing said chancery court removed said Goffe, and appointed said Clack, and dismissed said bill as to all the other matters and things therein alleged and contained, or at least refused to grant them any further relief; which decree of said chancery court is now in full force, and unreversed in all things; and these defendants rely upon and plead said decree in bar of any relief to them, and as conclusive against their right or claim in and to any portion of the fund secured by said deed of trust made by said Williams.

In answer to complainants' special interrogatories these defendants say:

1st. They have heard that said G. & J. M. Goffe made the three notes as described in the bill, but of their execution or consideration they have no other knowledge, and therefore require full proof of both.

2d. From information, they believe it to be true, that complainants, as stated in their bill, did recover judgment on said three notes in the district court of the United States, for the northern district of Alabama.

3d. Defendants knew of no payments on either of said three notes or the judgments on them, except that resulting from a sale of the property conveyed by Goffe, as before stated in this answer.

4th. To this interrogatory defendants say that they were.

5th. Norris, Stodder & Co., agents of complainants, have said deeds and notes or bonds in their possession.

6th. Defendants say that suit was brought in the chancery court of Blount, and dismissed, as is before stated in this answer.

7th. The defendants have heard that said note or bond was so endorsed, but they have no personal knowledge of that fact, or of the consideration therefor, and require proof of both.

8th. Defendants have heard and believe that said Williams paid one of his five thousand dollar notes or bonds to said Goffe, and that this payment was made partly in money and partly in claims on third persons.

9th. Defendants presumed that Williams was aware of said deed and its contents, as he seems to be a subscribing witness thereto.

10th. Said Martha is the wife of said Lucy.

11th. Said Lucy is now in possession of said property, and is using it for the benefit of said Louisa and her daughters, and for no other purpose whatever, and for the benefit of no other person.

12th. Said Joseph M. Goffe is believed to live in Texas, and was insolvent when defendants last heard from him.

13th. Defendants do not know whether said George Goffe is now insolvent or not. As is hereinbefore stated, he carried a valuable property from this State. If [he] has ever wasted it, these defendants have not heard of it.

14th. Defendants believe that said Williams is now unable to pay said purchase money.

15th. Said Clack is the trustee, as stated.

16th. Caroline M. Goffe departed this life, leaving no child.

17th. Mary L. Goffe intermarried with Addison Boykin as stated.

Defendants say that no suit was ever brought, judgment obtained, and execution returned, no property found, on either of complainants' notes against Joseph M. Goffe, and now rely on and plead that as bar to the relief sought.

Defendants say that Norris, Stodder & Co. never brought suit against said Williams as the maker of said bond so endorsed, or against said George or G. & J. M. Goffe, nor have they ever made any serious efforts to collect the same; but suffered the parties therein to become insolvent and run *of* property, and rely upon that as a bar to their right to any of said fund.

These defendants deny all fraud, confederation, collusion, and guile in said transaction, and they believe and say the conduct of all the parties was fair and honest; and having fully answered, pray to be dismissed herein, with costs.

ROBINSON,
Counsel and solicitor for defendants.

THE STATE OF ALABAMA,
Blount county.

This day personally appeared before me, Thomas Shearer, judge of the county court of said county and State, Jones C. Lucy, one of the defendants in the foregoing answer, who, being by me first duly sworn, says that the facts in the foregoing answer, stated upon his own knowledge, are true, and those stated upon the information of others he believes to be true.

JONES C. LUCY.

Sworn to and subscribed before me, this 14th day of August, 1844.
THOMAS SHEARER.

Separate answer of L. M. Boykin.

(Endorsed.) "Mary Louisa Boykin, by leave of the court, answers separately from her husband, and as her separate answer, now here adopts the within answer fully as her own.

ROBINSON,
Counsel for M. L. Boykin.

Answer of Martha Lucy and Louisa C. Goffe.

Martha Lucy and Lousia C. Goffe, now here, since the deaths of their husbands, for themselves separately adopt the within answer fully and completely, as though now made by them.

ROBINSON,
Counsel for said defendants.

Filed 5th November, 1844.
Teste: B. T. MOORE, *Cl'k D. C.*"

Deed from G. Goffe to Joseph M. Goffe, trustee.

(The deed of trust from George Goffe to Joseph M. Goffe, trustee, referred to in the foregoing answer, and prayed to be taken as part thereof.)

THE STATE OF ALABAMA,
Blount county.

Whereas I hold five sealed notes on Thomas Williams, jr., all bearing even date with these presents, four for the sum of ten thousand dollars each, and one for the sum of fourteen thousand dollars, all bearing an interest of six per cent., as follows, the first due the first day of October, one thousand eight hundred and forty, and each of the others, falling due biennially. Now know all men by these presents, that I, George Goffe, of the said county and State of Alabama, in consideration of the natural love and affection I have and do bear towards my beloved wife, Louisa C. Goffe, and my four daughters, to wit, Martha Ann Goffe, Mary Louisa Goffe, Elizabeth Griggs Goffe, and Caroline Maria Goffe, and for the further consideration of one dollar to me in hand paid by Joseph M. Goffe, I have given, assigned and conveyed, transferred and delivered, and by these presents do give, transfer, assign, and convey, to the said Joseph M. Goffe, the above described notes, in trust and for the purposes and upon the conditions following, that is to say, the note for the sum of fourteen thousand dollars, I assign, convey, and deliver to the said Joseph M. Goffe, in trust, for the sole and separate use of my beloved wife, Louisa C. Goffe, and by the said Joseph M. Goffe, to be applied for the separate support and maintenance of the said Louisa C. Goffe, for and during the term of her natural life, nor subject to the control, debts, contracts, or forfeitures of the said George Goffe; and after the death of the said Louisa C. Goffe, the balance of the said note, or its proceeds, to be equally divided among the children of the said George Goffe and Louisa C. Goffe, that may be living at the death of the said Louisa C. Goffe, share and share alike, their heirs, executors, and administrators; and the other four notes I assign, convey, transfer, and deliver, to the said Joseph M. Goffe, in trust and for the purposes and upon the conditions following, that is to say, the note due the first of October, one thousand eight hundred and forty, for my daughter Martha, the next due for my daughter Mary Louisa, the third for my daughter Elizabeth Griggs, and the fourth for my daughter Caroline Maria; each of the above notes I assign, convey, transfer, and deliver to the said Joseph M. Goff, in trust for my said daughters as aforesaid, for their sole and separate use, and for their separate support and maintenance during their natural lives, and after their deaths each particular note to be divided among such child or children as my said daughters may have living, share and share alike; but neither of the said notes shall be in anywise subject or liable to the debts, contracts, forfeitures, or incumbrances of any husband of any of my said daughters; and should either or any of my said daughters die without leaving

alive any child or children, then the particular note, and the interest which may accrue thereon, shall be equally divided among the survivor or survivors, under the same terms, restrictions, conditions, trusts, and limitations above set forth and described.

In testimony whereof I have hereunto set my hand and subscribed my name, with my seal affixed, this 12th day of September, 1837, and the said Joseph M. Goff, as evidence of acceptance of the above trust, has also set his hand and affixed his seal this day and year above written.

GEO. GOFFE, [SEAL.]
JOSEPH M. GOFFE. [SEAL.]

Sealed and delivered before us—
THOS. WILLIAMS,
C. T. OLIVER,
JACKSON R. HUDSON.

THE STATE OF ALABAMA, *Blount county.*

Personally came C. T. Oliver, before me, the subscribing justice, and on being duly sworn saith: He was present and saw George Goffe execute the above deed, and T. Williams, jr., and Jackson R. Hudson, and this deponent, subscribed their names as witnesses thereto, and Joseph M. Goffe signed the same time.

C. T. OLIVER.

Sworn 12th September, 1837.

JACKSON R. HUDSON, *a J. of B. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

The foregoing deed and certificate were filed in my office for record on the 15th September, 1837, and were duly recorded on the same day.

Test: J. P. THOMAS, *Clerk C. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

I, John C. Gillespie, clerk of the county court of said county, do hereby certify, that the foregoing two pages contain a true, full, and complete transcript of the record of the aforesaid deed, together with the certificates accompanying the same.

Given under my hand and seal of office at office, in Blountsville, [L. S.] this 30th day of August, 1843.

Test: JOHN C. GILLESPIE, *Clerk C. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

I, Thomas Shearer, judge of the county court of said county, do hereby certify, that John C. Gillespie, whose name is subscribed to the foregoing certificate, is now, and was at the time of making the same, clerk of the county court of said county; that all his acts as such are

entitled to full faith and credit, and that his said certificate is in due form of law, and signature genuine.

Given under my hand in Blountsville, this 30th day of August, 1853.

THOMAS SHEARER,
Judge of the county court of Blount county.

And on the day of November, in the year one thousand eight hundred and forty-four, the replication of said complainants to the answer of said Jones C. Lucy and wife, Addison Boykin and wife, Louisa C. Goffe and Elizabeth G. Goffe, was filed in the office of the clerk of said district court, which is as followeth:

"In the district court of the United States, for the northern district of Alabama, at Huntsville.

Replication of complainants to answer of J. C. Lucy and wife, A. Boykin and wife, L. C. Goffe, and E. G. Goffe.

The replication of Parish & Co. to the answer of Jones C. Lucy and wife, Addison Boykin and wife, Louisa C. Goffe, and Elizabeth G. Goffe.

These repliants, saving and reserving to themselves all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereto, say, that they will aver and prove their said bill to be true, certain, and sufficient in the law to be answered unto, and that said answer of the said defendants is uncertain, untrue, and insufficient to be replied unto by these repliants; without this, that any other matter or thing whatsoever in said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed or denied, is true; all which matters and things these repliants are and will be ready to aver and prove as this honorable court shall direct, and humbly pray as in and by their said bill they have already prayed.

S. PARSONS,
Sol. and counsel for complainants.

(Endorsed.)—"Filed November, 1844.
Test: B. T. MOORE, *Clerk.*"

And afterwards, to wit, on the twenty-ninth day of November, being a day of a term of the district court aforesaid, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-four:

Order, November, 1844, to continue by consent.

"Come the parties by their counsel; and by their consent, it is ordered this cause be continued."

And afterwards, to wit, on the seventeenth day of March, in the

year of our Lord one thousand eight hundred and forty-five, a pluries writ of subpœna, in said cause, against said Thomas Williams, jr, was issued, which is in the words and figures following, to wit:

Pluries subpœna vs. Thomas Williams, jr.

"The President of the United States of America, to the marshal of the southern district of Alabama, greeting:

You are hereby commanded, as often times heretofore, to summon Thomas Williams, jr., who is a citizen of Alabama, residing in the middle district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house, in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in April next, to answer the bill of complaint and amended bill of complaint of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, merchants and partners, trading under the firm name and style of Parish & Co., who are citizens of the State of New York, plaintiffs, exhibited on the chancery side of said court against the said Thomas Williams, jun., and others, defendants; a certified copy of which bill of complaint is herewith issued, to be by you delivered to the said Thomas Williams, jun. Herein fail not, and have you there and then this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of said district court of the United States, for the northern district of Alabama, this seventeenth day of March, in the year of our Lord one thousand eight hundred and forty-five, and of the United States of America the sixty-ninth.

[L. S.]

Attest: B. T. MOORE, *Clerk of said court.*

Issued 17th day of March, 1845.

Mem.—The defendant is to enter his appearance in this suit in the clerk's office on or before the day at which this writ is returnable; otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk D. C. U. S., N. D. Ala.

(Marshal's return.) Executed April 1, 1845.
WM. ARMSTEAD, *U. S. Marshal.*
Per H. WILKINS, *Deputy Marshal.*

And afterwards, to wit, at a rule day of the district court of the United States of America, for the northern district of Alabama, held, pursuant to a rule of the Supreme Court of the said United States, at the office of the clerk of the said United States district court, in said town of Huntsville, in said district, on the first Monday (being the fifth day) of May, in the year of our Lord one thousand eight hundred and forty-five, a decree pro confesso was entered against said defendant, Thomas Williams, jr., in the words and figures following, to wit:

Decree pro confesso vs. Thomas Williams, jr., at rules, May, 1845.

PARISH & Co.
vs.
THOMAS WILLIAMS, jr., et al. } 13.

The subpœna in this cause, issued on the seventeenth day of March, 1845, against Thomas Williams, jr., having been executed on the said defendant, Thomas Williams, jr., on the first day of April, 1845, and the said Thomas Williams, jr., having failed to enter his appearance in said cause in this office, it is now, upon the application of said plaintiffs, by their solicitors, ordered that a decree pro confesso be entered against him for his non-appearance as aforesaid.

And afterwards, to wit, on the tenth day of May, in the year one thousand eight hundred and forty-five, was filed in the office of the clerk of said district court the answer of said Calvin Norris and David Stodder, two of the defendants in said cause, in the words and figures following, to wit:

Answer of C. Norris and D. Stodder.

The joint and several answers of Calvin Norris and David Stodder to the bill of complaint filed by the mercantile firm of Parish & Co., in the district court of the United States, for the northern district of Alabama, against them and others.

These defendants, not confessing or acknowledging any of the matters and things in the plaintiffs' bill of complaint contained, except as hereinafter mentioned, for answer to the same say, that they are the acting and public managing partners of the late firm of Norris, Stodder & Co., of the city of Mobile, which is now dissolved, and have the effects of the said firm in Alabama in possession; that among the assets of said firm there is a note of Thomas Williams, bearing date 12th day of September, 1837, for five thousand dollars, payable on the first day of October, 1838, payable to George Goffe, and bearing interest from date at the rate of six per cent. per annum. These respondents further answer and say, that this note was endorsed by George Goffe to G. & J. M. Goffe, and by them to the said firm of Norris, Stodder & Co., on the second day of May, 1838, for a valuable consideration then and there paid to said Goffe, consisting in the sale of a large amount of goods and merchandise to him for the firm of G. & J. M. Goffe.

Further answering these defendants say, that, at the time of the said transfer, these defendants had no knowledge or information of the extent and nature of the debts of the said George Goffe, and that these defendants never fully ascertained the extent of his embarrassment in 1837 until two or three years after. These defendants state that, from the information they have obtained since, they are satisfied that in 1837 *that* the affairs of said Goffe were in a condition of great embarrassment, if he was not wholly insolvent. These defendants believe that the said Goffe made his conveyance to Joseph M. Goffe with the object to hinder, delay, and defraud his creditors; that he had not the means at

that day of paying his debts. These defendants further state, that this impression and belief is strengthened by the subsequent conduct of the said George Goffe. These defendants state, that in January, 1839, becoming suspicious of the solvency of Goffe, they obtained a deed of trust from Goffe upon some slaves, a house and lot in Tuscaloosa, for the security of debts due said firm over and above the amount of this one.

The slaves, mentioned in the deed of trust, before the execution of the provisions of the same, were clandestinely removed by Goffe from this State, as defendants have been informed; so that these defendants have never been able to obtain but a trifling sum in satisfaction of their debt from the same. This occurred in 1839, and the said Goffe remained absent from the State for a long period, and it was said that he had gone to Texas. These defendants further answering say, that besides the bond of five thousand dollars of the said Williams, which the said Goffe endorsed to these defendants, the said Goffe is indebted to the defendants, by judgment rendered in the circuit court of Blount county, in the sum of between four and five thousand dollars, which stand in full force and effect, and upon which there have not been payments; but, on the contrary, the sheriff has returned on the execution, no property found. These defendants say that their debts were contracted in 1838 by the said Goff.

These defendants admit that they filed a bill in the court of chancery, held in Blount county, for the northern chancery division in , by which they sought to restrain a sale of the premises mentioned in the deed of trust to Joseph M. Goffe, and to effect a removal of the said trustee, and to secure them priority over the claims of the family of the said Goffe. The court of chancery, at Blount county, did not pass upon the rights of the parties to the said deed, but terminated its action by removing the trustee and appointing a new one. These defendants pray a reference to said proceedings for more perfect information, and will produce the same on the hearing of this cause. Further answering these defendants state, that they admit all the allegations of the said bill, in regard to the plaintiff's debt, and their proceedings to reduce the same to judgment, and the executions thereon, with their returns on the same. They admit the truth of the allegations in regard to the fraudulent objects and intents of said George Goffe and his family in the deed of trust to J. M. Goffe. They admit the allegations of Goffe's indebtedness in 1837 to the full value of his property. They admit the character and capacities of each of the parties are set forth properly in the bill. These defendants submit to a decree of this court to dispose of the said property so mortgaged by Williams, but protest that they have a priority over any other claim for payment by reason of the facts before stated, and respectfully ask that their rights may be protected; and now, having fully answered, they pray to be hence dismissed, and to have their costs.

CAMPBELL & CHANDLER,
For defendants.

THE STATE OF ALABAMA, *Mobile county.*

Before me, a justice of the peace for said county, came David Stodder, who maketh oath and saith, that the foregoing answer is true in substance and matters of fact.

Sworn to and subscribed before me, third day of May, 1845.

SIDNEY T. DOUGLASS,
Justice of the peace, Mobile county.

Endorsed: Filed 10th May, 1845.
Teste: B. T. MOORE, *Clerk.*

And afterwards, to wit, on the day of August, in the year one thousand eight hundred and forty-five, was filed, in said district court clerk's office, a petition for the appointment of a guardian ad litem of the said defendants, Mary Louisa and Elizabeth G., infants, and for leave to them to answer separately; also for leave to said Louisa C. Goffe and Martha Lucy, to file new answers, &c.; and that the time to take testimony be extended, &c.; together with the orders of the judge of said court on the said petition; they are in the words and figures following, to wit:

Petition for the appointment of guardian ad litem for M. L. & E. G. Goffe, &c., and for leave to L. C. Goffe and Martha Lucy to answer separately, &c.

(The petition.)

To the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, at Huntsville.

Parish & Co. vs. George Goffe and his wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy and his wife, Martha Lucy, formerly Martha Goffe, Mary Louisa Boykin, wife of Addison Boykin, formerly Mary Louisa Goffe, and married to said Addison since the commencement of this suit, Elizabeth G. Goffe, by her late guardian ad litem, said Jones C. Lucy, Calvin Norris, and David Stodder.

In the above cause your honor appointed said Jones C. Lucy as guardian ad litem for said Mary Louisa and Elizabeth G., infants; since which time the said Mary Louisa intermarried with said Addison, and the said Jones C. departed this life.

It is now requested that your honor appoint a guardian ad litem for said Mary Louisa, notwithstanding her marriage, and that she have leave, by your honor's order, by her guardian, to answer separately from her husband, as the suit concerns her sole and separate estate. 1 Smith's Chan. Prac., 253; Perine vs. Swain, 1 J. C. R., 24.

It is also requested that your honor appoint a guardian ad litem in place of said Jones C. Lucy, deceased, for said Elizabeth G. Goffe, who has already answered by her late guardian.

Also that your honor, by order, give leave to said Louisa G. Goffe and Martha Lucy to file new answers, the former having answered se-

parately from her husband, but without order of court; and the latter having answered jointly with her husband; both their husbands being now dead, and the suit concerns their separate estates.

Some, or perhaps all, of the above orders, according to the English practice, could not be made out of term time; but I now refer to the I, XXIII, and LXXXVII, of the new rules.

It is also requested that the time of taking testimony be extended until the first day of the November term.

James Robinson, esq., is counsel for all the defendants whom the proposed orders concern. It will appear below that he has notice.

Very respectfully,

SILAS PARSONS,

26 July, 1845. *Counsel for compl'ts.*

It is asked that Batt Smith, of Dallas county, be appointed such guardian. It is also asked, that defendants have leave to examine their co-defendant, Thomas Williams, reserving all questions as to his competency to be passed upon by your honor on the hearing.

JAMES ROBINSON,

Counsel for all the def'ts, except Williams, Norris, & Stodder.

No objection to the above, but would prefer the order to permit either party to examine Williams, subject to exceptions.

S. PARSONS.

(Endorsed.) Filed August, 1845.
Teste: B. T. MOORE, *Clerk, D. C.*

(The following are the orders made by the judge of said district court on the foregoing petition.)

PARISH and others
vs.
GEORGE GOFFE and his Wife, and others.

It is ordered that, in the above entitled cause, Batt Smith, of Dallas county, be appointed guardian ad litem to Mary Louisa Boykin, wife of Addison Boykin, and that she have [leave] to answer, by her guardian, separately from her husband; and that the said Batt Smith be appointed guardian ad litem to Elizabeth Goffe.

Order that L. C. Goffe and M. Lucy have leave to file new answers.

It is further ordered, that Louisa C. Goffe and Martha Lucy have leave to file new answers to the bill of complaint of the said complainants.

Order that either party have leave to take the deposition of T. Williams.

It is ordered, that either party have leave to take the testimony of Thomas Williams, subject to exceptions hereafter to be made in court.

Order extending time to take testimony till the 1*st Nov'r*, 1845.

It is further ordered, that the time of taking testimony be extended in favor of both parties, until the first day of November next, inclusive.

WM. CRAWFORD, *Judge.*

August 7th, 1845.

(Endorsed.) Filed August, 1845.
Teste: B. T. MOORE, *Clerk.*

And afterwards, to wit, on the twelfth day of March, in the year of our Lord one thousand eight hundred and forty-six, was filed in the office of the clerk of the district court aforesaid, a bill of revivor in said cause, against Austin Murphree, as administrator, &c., of said George Goffe, deceased, in the words and figures following, to wit:

Bill of revivor vs. Austin Murphree, administ'r, &c., of Geo. Goffe.

To the honorable Willam Crawford, judge of the district court of the United States, for the northern district of Alabama, at Huntsville, in the State of Alabama.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are all citizens of the State of New York, bring this their bill of revivor against Austin Murphree, administrator of all and singular the goods and chattels, rights and credits, that are of George Goffe, late of said district, at the time of his death, who died intestate; which said Austin Murphree is a citizen of the State of Alabama, residing in said district.

And thereupon your orators complain and say, that they, on the 30th day of August, 1843, filed their bill in this honorable court against the the said George Goffe, who was then living, and his wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Calvin Norris, and David Stodder; that the said Jones C. and Martha Lucy, and Mary Louisa and her husband, Addison Boykin, Louisa C. Goffe, and Elizabeth G. Goffe, on or about the 5th day of November, 1844, filed their answers to said bill in this court, a guardian ad litem having been previously appointed for the said Elizabeth G. Goffe, who was an infant; that the said Calvin Norris and David Stodder, on or about the 11th day of May, 1845, filed their answer to said bill in this honorable court; that the said Philip D. Clack, on or about the 22d day of May, 1844, filed his answer to said bill in this honorable court; that the subpœna in this cause was duly served on said George Goffe and on said Thomas Williams, jr., and decrees pro confesso were *were* taken against them for want of their appearance, that is to say, against said George on the day of October, 1843, and against said Thomas on the 5th day of May, 1845. And your orators shew, that the said original bill is still pending and undetermined, no evidence having as yet been taken; all which will more fully appear by reference to said cause which is prayed. And your orators further shew, that *that*, after the decree pro confesso against

said George Goffe, that is to say, on or about the day of , he departed this life intestate; and that, after his death, to wit, on or about the day of February, 1846, the said Austin Murphree, then and still being the sheriff of Blount county in said northern district, was, by the judge of the county court of said county of Blount, duly appointed administrator of all and singular the goods and chattels, rights and credits, that were of said George Goffe, deceased, at the time of his death; and the said administrator at the same time qualified as such, and took upon himself the duties of his said trust.

Your orators further state, that, by the death of the said George Goffe, the said cause became abated as to him; but they state that they are, as they are advised, entitled to have the same revived and restored to the same condition as previously to and at the time of said death, so said administrator may become a defendant.

To the end, therefore, that said suit and proceedings may be revived against said Austin Murphree, as administrator as aforesaid, and be in the same condition as the same was in at the time of said death, or that that said administrator may shew good cause to the contrary—

May it please your honor to grant to your orators the writ of subpœna of the United States of America to revive, issuing out of and under the seal of this court, to be directed to the said Austin Murphree, as administrator as aforesaid, thereby commanding him, at a certain day and under a certain pain to be therein limited, personally to be and appear before your honor, in this honorable court, then and there to shew cause, if he can, why the said writ and proceedings therein had should not stand and be revived against said administrator, and be in the same plight and condition that the same were at the time of the abatement thereof, and that the same may be revived accordingly; and further, to stand to and abide such order and decree in the premises as to your honor shall seem meet; and your orators will ever pray, &c.

S. PARSONS,
Sol'r and counsel for compl'ts.

Endorsed—Filed 12th March, 1846.
Teste: B. T. MOORE, *Clerk, D. C.*

And thereupon was issued a subpœna in said cause against the said Austin Murphree, adm'r, &c., as aforesaid, in the words and figures following, to wit:

Subpœna vs. Austin Murphree, admr. of Geo. Goffe, dec'd.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon Austin Murphree, administrator of all and singular the goods and chattels, rights and credits, which were of George Goffe, deceased, who died intestate, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the

clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day, to be held on the first Monday in April next, to answer the bill of revivor of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are citizens of the State of New York, plaintiffs, exhibited on the chancery side of said court, against the said Austin Murphree, administrator, &c., as aforesaid, defendant; a certified copy of which bill of revivor is herewith issued, to be by you delivered to the said Austin Murphree, administrator, &c., as aforesaid. Herein fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of said district court of the United States, for the northern district of Alabama, this [L. S.] thirteenth day of March, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States of America the seventieth.

Attest: B. T. MOORE,
Clerk of said court.

Issued thirteenth day of March, 1846.

MEM. The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable; otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk, D. C. U. S., N. D. Ala.

(Marshal's return.) "Not found in my district, 6th April, 1846.
"BENJ. PATTERSON, *Marshal.*"

Order, May, 1846, *to continue, with leave to take testimony till next term.*

And afterward, to wit, on the twenty-second day of May, being a day of a term of said district court, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month (May) in the year of our Lord one thousand eight hundred and forty-six, "come the parties, by their solicitors, and by their consent, it is ordered that this cause be continued, with leave to take further testimony till the first day of the next term of this court."

And afterward, to wit, on the fifth day of August, in the year one thousand eight hundred and forty-six, was issued an alias subpœna in said cause, against said Austin Murphree, administrator, &c., as aforesaid, in the words and figures following, to wit:

Al. sub. vs. A. Murphree, adm. of George Goffe, dec'd.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded, as heretofore, to summon Austin Murphree, administrator of all and singular the goods and chattels, rights

and credits, which were of George Goffe, deceased, who died intestate, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day to be held on the first Monday in September next, to answer the bill of revivor of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are citizens of the State of New York, plaintiffs, exhibited on the chancery side of said court against the said Austin Murphree, administrator, &c., as aforesaid, defendant; a certified copy of which said bill of revivor is herewith issued, to be by you delivered to the said Austin Murphree, administrator, &c., aforesaid. Herein fail not and have you there and then this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of said district court of the United States, for the northern district of Alabama, this fifth day of August, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States of America the seventy-first.

[L. S.]

Attest: B. T. MOORE, *Clerk of said court.*

Issued fifth day of August, 1846.

MEM. The defendant is to enter his appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill aforesaid may be taken pro confesso.

Attst: B. F. MOORE, *Clerk D. C. U. S., N. D. Ala.*

(*Marshal's return.*)

Executed by delivery of a copy of the bill of revivor and of this subpœna to the defendant personally, this the 18th day of August, 1846.

BENJ. PATTERSON, *Marshal,*

By his deputy, ROBT. W. COLLART.

Order extending time for taking testimony. Order to continue.

And afterward, to wit, on the twenty-third day of November, being a day of a term of said district court, begun and held for said district on the fourth Monday in said month (November,) in the year of our Lord one thousand eight hundred and forty-six, "come the parties by their solicitors, and on motion of plaintiffs it is ordered that the time for taking testimony in this cause be extended until the next term of this court; and by consent of parties it is ordered that this cause be continued."

Order to rent out Blount springs for 1847, *and report. Order to take deposition of T. Williams, subject to exceptions, &c.*

And again, on the twenty-fifth day of November, in the year one

thousand eight hundred and forty-six, being a further day of the term last aforesaid of said district court, "come the parties by their solicitors, and by their consent, it is ordered that Philip D. Clack rent out, for the year eighteen hundred and forty-seven, the property known as the "Blount springs," and make a report thereof to the next term of this court; and on application of said defendants, it is further ordered that they have leave to take the deposition of Thomas Williams, subject to the exceptions of said plaintiffs, as to his competency, &c."

Order appointing J. H. Henderson trustee, vice P. D. Clack, deceased, and investing H. with the powers of P. D. Clack.

And afterward, to wit, on the twentieth day of May, being a day of a term of the district court aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month (May,) in the year of our Lord one thousand eight hundred and forty-seven, "come the parties, by their solicitors, and it appearing to the satisfaction of the court that Philip D. Clack, who has heretofore been appointed a trustee in this cause, has departed this life since the last term of this court, it is now, on motion of said complainants, by their solicitors, and by consent of said defendants, ordered that John H. Henderson be appointed a trustee in place of said Philip D. Clack, and invested with the same powers that the said Philip D. Clack was invested with.

Order that each party take testimony till next term, and that case then stand for final hearing.

And it is further ordered, by consent of the parties herein, that each party have leave to take testimony until the next term of this court, and that at the next term of this court said cause shall stand for final hearing.

And afterward, to wit, on the eleventh day of August, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the clerk of said district court a bill of revivor, in the names of said complainants against Caleb Murphree, administrator de bonis non of the goods and chattels, rights and credits, which were of said George Goffe, deceased, at the time of his death, in the words and figures following, to wit:

The bill of revivor vs. Caleb Murphree, administrator, &c., of George Goffe, dec'd.

"To the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, at Huntsville, in the Sate of Alabama.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are all citizens of the State of New York, bring this their bill of revivor against Caleb Murphree, administrator de bonis non of all and singu-

lar the goods and chattels, rights and credits, that were of George Goffe, late of said district, at the time of his death, who died intestate; which said Caleb Murphree is a citizen of the State of Alabama, residing in said district.

And thereupon your orators complain and say, that they, on the 30th day of August, 1843, filed their bill in this honorable court against the said George Goffe, who was then living, and his wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Calvin Norris, and David Stodder; that said Jones C. and Martha Lucy, and Mary Louisa and her husband, Addison Boykin, Louisa C. Goffe, and Elizabeth G. Goffe, on or about the fifth day of November, 1844, filed their answer to said bill in this court, a guardian ad litem having been previously appointed for the said Elizabeth G. Goffe, who was an infant; that the said Calvin Norris and David Stodder, on or about the 11th day of May, 1845, filed their answer to said bill in this honorable court; that the said Philip D. Clack, on or about the 22d day of May, 1844, filed his answer to said bill in this honorable court; that the subpœna in this cause was duly served on said George Goffe and on said Thomas Williams, jr.; and decrees pro confesso were taken against them for want of an appearance; that is to say, against said George on the day of October, 1843, and against said Thomas on the fifth day of May, 1845.

And your orators show that the said original bill is still pending and undetermined in this honorable court.

And your orators further show, that, after the decree pro confesso against said George Goffe, that is to say, on or about the day of , he departed this life intestate; and that after his death, to wit, on or about the day of February, 1846, one Austin Murphree, then being the sheriff of Blount county, in said northern district, was by the judge of the county court of said county of Blount, duly appointed administrator of all and singular the goods and chattels, rights and credits, of said George Goffe, deceased, at the time of his death; and that said administrator at the same time qualified as such, and took upon himself the duties of his said trust.

Your orators state further, that, by the death of said George Goffe, the said cause became abated as to him; but your orators say that heretofore, on the 12th day of March, 1846, they filed in this honorable court their bill of revivor against the said Austin Murphree as administrator as aforesaid, and prayed that said suit and proceedings might be revived against him as administrator as aforesaid, which was accordingly done.

And your orators further show, that on or about the first day of March, 1847, the said Austin Murphree ceased to be sheriff of said county of Blount, and administrator of the estate of said George Goffe, deceased.

And your orators further show, that on or about the first day of March, 1847, letters of administration de bonis non of the goods and

chattels, rights and credits, which are of said George Goffe, deceased, at the time of his death, were granted by the orphan's court of the county of Blount, in said district, to Caleb Murphree, who then was, and now is, the sheriff of said county; and the said administrator at the same time qualified as such, and took upon himself the duties of his said trust.

Your orators further show, that in consequence of the said Austin Murphree having ceased to be sheriff and administrator as aforesaid, the said cause became abated as to him; but they state that they are, as they are advised, entitled to have the same revived and restored to the same condition as previously to and at the time when said Austin Murphree ceased to be administrator as aforesaid.

To the end, therefore, that said suit and proceedings may be revived against said Caleb Murphree as administrator de bonis non as aforesaid, and be in the same condition as the same was in at the time when said Austin Murphree ceased to be administrator as aforesaid, or that said administrator de bonis non may show cause to the contrary—

May it please your honor to grant to your orators the writ of subpœna of the United States of America to revive, issuing out of and under the seal of this court, to be directed to the said Caleb Murphree, as administrator as aforesaid, thereby commanding him, at a certain day, and under a certain pain to be therein limited, personally to be and appear before your honor, in this honorable court, then and there to show cause, if he can, why the said suit and proceedings therein had should not stand and be revived against said administrator, and be in the same plight and condition that the same were at the time of the abatement thereof, and that the same may be revived accordingly; and further, to stand to and abide by such order and decree in the premises as to your honor shall seem meet. And your orators will ever pray, &c.

SILAS PARSONS,
Solicitor and counsel for compl'ts.

(Endorsed) "Filed in my office, this 11th day of August, 1847.
Test: B. T. MOORE, *Cl'k, D. C.*

And afterward, to wit, on the 12th day of August, in the year one thousand eight hundred and forty-seven, was issued a subpœna in said cause against Caleb Murphree, administrator, &c., as aforesaid, in the words and figures following, to wit:

Subpœna vs. Caleb Murphree, administrator of Geo. Goffe, dec'd.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon Caleb Murphree, administrator de bonis non of all and singular the goods and chattels, rights and credits, which were of George Goffe, late of said district, at the time of his death, who died intestate, who is a citizen of the State of Alaba-

and credits, which were of George Goffe, deceased, who died intestate, who is a citizen of the State of Alabama, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day to be held on the first Monday in September next, to answer the bill of revivor of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are citizens of the State of New York, plaintiffs, exhibited on the chancery side of said court against the said Austin Murphree, administrator, &c., as aforesaid, defendant; a certified copy of which said bill of revivor is herewith issued, to be by you delivered to the said Austin Murphree, administrator, &c., aforesaid. Herein fail not and have you there and then this precept, with your return thereon endorsed.

Witness the hon. William Crawford, judge of said district court of the United States, for the northern district of Alabama, this fifth day of August, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States of America the seventy-first.

[L. S.]

Attest: B. T. MOORE, *Clerk of said court.*

Issued fifth day of August, 1846.

MEM. The defendant is to enter his appearance in this suit, in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill aforesaid may be taken pro confesso.

Attst: B. F. MOORE, *Clerk D. C. U. S., N. D. Ala.*

(*Marshal's return.*)

Executed by delivery of a copy of the bill of revivor and of this subpœna to the defendant personally, this the 18th day of August, 1846.

BENJ. PATTERSON, *Marshal,*

By his deputy, ROBT. W. COLLART.

Order extending time for taking testimony. Order to continue.

And afterward, to wit, on the twenty-third day of November, being a day of a term of said district court, begun and held for said district on the fourth Monday in said month (November,) in the year of our Lord one thousand eight hundred and forty-six, "come the parties by their solicitors, and on motion of plaintiffs it is ordered that the time for taking testimony in this cause be extended until the next term of this court; and by consent of parties it is ordered that this cause be continued."

Order to rent out Blount springs for 1847, *and report. Order to take deposition of T. Williams, subject to exceptions, &c.*

And again, on the twenty-fifth day of November, in the year one

thousand eight hundred and forty-six, being a further day of the term last aforesaid of said district court, "come the parties by their solicitors, and by their consent, it is ordered that Philip D. Clack rent out, for the year eighteen hundred and forty-seven, the property known as the "Blount springs," and make a report thereof to the next term of this court; and on application of said defendants, it is further ordered that they have leave to take the deposition of Thomas Williams, subject to the exceptions of said plaintiffs, as to his competency, &c."

Order appointing J. H. Henderson trustee, vice P. D. Clack, deceased, and investing H. with the powers of P. D. Clack.

And afterward, to wit, on the twentieth day of May, being a day of a term of the district court aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month (May,) in the year of our Lord one thousand eight hundred and forty-seven, "come the parties, by their solicitors, and it appearing to the satisfaction of the court that Philip D. Clack, who has heretofore been appointed a trustee in this cause, has departed this life since the last term of this court, it is now, on motion of said complainants, by their solicitors, and by consent of said defendants, ordered that John H. Henderson be appointed a trustee in place of said Philip D. Clack, and invested with the same powers that the said Philip D. Clack was invested with.

Order that each party take testimony till next term, and that case then stand for final hearing.

And it is further ordered, by consent of the parties herein, that each party have leave to take testimony until the next term of this court, and that at the next term of this court said cause shall stand for final hearing.

And afterward, to wit, on the eleventh day of August, in the year of our Lord one thousand eight hundred and forty-seven, was filed in the office of the clerk of said district court a bill of revivor, in the names of said complainants against Caleb Murphree, administrator de bonis non of the goods and chattels, rights and credits, which were of said George Goffe, deceased, at the time of his death, in the words and figures following, to wit:

The bill of revivor vs. Caleb Murphree, administrator, &c., of George Goffe, dec'd.

"To the honorable William Crawford, judge of the district court of the United States, for the northern district of Alabama, at Huntsville, in the Sate of Alabama.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, of the city of New York, who are all citizens of the State of New York, bring this their bill of revivor against Caleb Murphree, administrator de bonis non of all and singu-

lar the goods and chattels, rights and credits, that were of George Goffe, late of said district, at the time of his death, who died intestate; which said Caleb Murphree is a citizen of the State of Alabama, residing in said district.

And thereupon your orators complain and say, that they, on the 30th day of August, 1843, filed their bill in this honorable court against the said George Goffe, who was then living, and his wife, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Calvin Norris, and David Stodder; that said Jones C. and Martha Lucy, and Mary Louisa and her husband, Addison Boykin, Louisa C. Goffe, and Elizabeth G. Goffe, on or about the fifth day of November, 1844, filed their answer to said bill in this court, a guardian ad litem having been previously appointed for the said Elizabeth G. Goffe, who was an infant; that the said Calvin Norris and David Stodder, on or about the 11th day of May, 1845, filed their answer to said bill in this honorable court; that the said Philip D. Clack, on or about the 22d day of May, 1844, filed his answer to said bill in this honorable court; that the subpœna in this cause was duly served on said George Goffe and on said Thomas Williams, jr.; and decrees pro confesso were taken against them for want of an appearance; that is to say, against said George on the day of October, 1843, and against said Thomas on the fifth day of May, 1845.

And your orators show that the said original bill is still pending and undetermined in this honorable court.

And your orators further show, that, after the decree pro confesso against said George Goffe, that is to say, on or about the day of , he departed this life intestate; and that after his death, to wit, on or about the day of February, 1846, one Austin Murphree, then being the sheriff of Blount county, in said northern district, was by the judge of the county court of said county of Blount, duly appointed administrator of all and singular the goods and chattels, rights and credits, of said George Goffe, deceased, at the time of his death; and that said administrator at the same time qualified as such, and took upon himself the duties of his said trust.

Your orators state further, that, by the death of said George Goffe, the said cause became abated as to him; but your orators say that heretofore, on the 12th day of March, 1846, they filed in this honorable court their bill of revivor against the said Austin Murphree as administrator as aforesaid, and prayed that said suit and proceedings might be revived against him as administrator as aforesaid, which was accordingly done.

And your orators further show, that on or about the first day of March, 1847, the said Austin Murphree ceased to be sheriff of said county of Blount, and administrator of the estate of said George Goffe, deceased.

And your orators further show, that on or about the first day of March, 1847, letters of administration de bonis non of the goods and

chattels, rights and credits, which are of said George Goffe, deceased, at the time of his death, were granted by the orphan's court of the county of Blount, in said district, to Caleb Murphree, who then was, and now is, the sheriff of said county; and the said administrator at the same time qualified as such, and took upon himself the duties of his said trust.

Your orators further show, that in consequence of the said Austin Murphree having ceased to be sheriff and administrator as aforesaid, the said cause became abated as to him; but they state that they are, as they are advised, entitled to have the same revived and restored to the same condition as previously to and at the time when said Austin Murphree ceased to be administrator as aforesaid.

To the end, therefore, that said suit and proceedings may be revived against said Caleb Murphree as administrator de bonis non as aforesaid, and be in the same condition as the same was in at the time when said Austin Murphree ceased to be administrator as aforesaid, or that said administrator de bonis non may show cause to the contrary—

May it please your honor to grant to your orators the writ of subpœna of the United States of America to revive, issuing out of and under the seal of this court, to be directed to the said Caleb Murphree, as administrator as aforesaid, thereby commanding him, at a certain day, and under a certain pain to be therein limited, personally to be and appear before your honor, in this honorable court, then and there to show cause, if he can, why the said suit and proceedings therein had should not stand and be revived against said administrator, and be in the same plight and condition that the same were at the time of the abatement thereof, and that the same may be revived accordingly; and further, to stand to and abide by such order and decree in the premises as to your honor shall seem meet. And your orators will ever pray, &c.

SILAS PARSONS,
Solicitor and counsel for compl'ts.

(Endorsed) "Filed in my office, this 11th day of August, 1847.
Test: B. T. MOORE, *Cl'k, D. C.*

And afterward, to wit, on the 12th day of August, in the year one thousand eight hundred and forty-seven, was issued a subpœna in said cause against Caleb Murphree, administrator, &c., as aforesaid, in the words and figures following, to wit:

Subpœna vs. Caleb Murphree, administrator of Geo. Goffe, dec'd.

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

You are hereby commanded to summon Caleb Murphree, administrator de bonis non of all and singular the goods and chattels, rights and credits, which were of George Goffe, late of said district, at the time of his death, who died intestate, who is a citizen of the State of Alaba-

ma, residing in the northern district thereof, that he, laying aside all excuse, appear personally at the office of the clerk of the district court of the United States, for the northern district of Alabama, at the court-house in the town of Huntsville, in said northern district, on the rule day to be held on the first Monday in September next, to answer the bill of revivor of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, who are citizens of the State of New York, plaintiffs, exhibited on the chancery side of said court, against said Caleb Murphree, administrator, &c., as aforesaid, defendant; a certified copy of which bill of revivor is herewith issued, to be by you delivered to the said Caleb Murphree, administrator, &c., as aforesaid. Herewith fail not, and have you then and there this precept, with your return thereon endorsed.

Witness the honorable William Crawford, judge of said district court of the United States for the northern district of Alabama, this twelfth day of August, in the year of our Lord one [SEAL.] thousand eight hundred and forty-seven, and of the independence of the United States of America the seventy-second year.

Attest: B. T. MOORE,
Clerk of said court.

Issued 12th day of August, 1847.

MEM.—The defendant is to enter his appearance in this suit in the clerk's office, on or before the day at which this writ is returnable, otherwise the bill aforesaid may be taken pro confesso.

Attest: B. T. MOORE,
Clerk, D. C. U. S., N. D. Ala."

(Marshal's receipt.) "Rec'd 14th August, 1847.
B. PATTERSON,
Mar., N. D. Ala.
By his deputy, R. W. COLLART."

(Marshal's return.) "Executed, and copy of bill delivered 19th August, 1847.
BENJA. PATTERSON,
Marshal, N. D. Ala.
By his deputy, R. W. COLLART."

And afterward, to wit, at a rule day of said district court, held at the clerk's office, in said town of Huntsville, in said district, on the first Monday (being the fourth day) of October, in the year of our Lord one thousand eight hundred and forty-seven, an entry in said cause was made in the words following, to wit:

Decree pro con. vs. Caleb Murphree, adm., &c., of G. Goffe, deceased.

"PARISH & Co.
vs. } 13—In chancery.
GEORGE GOFFE, et al.

Come the complainants, by their solicitor; and it appearing that the subpœna issued in this cause, on the twelfth day of August, in the year

of our Lord one thousand eight hundred and forty-seven, on the bill of revivor in this cause, against Caleb Murphree, administrator, &c., of George Goffe, deceased, was executed on said defendant, Caleb Murphree, administrator, &c., as aforesaid, and said defendant having failed to answer or enter an appearance in said cause; now, on application of said complainants, by their solicitor, it is ordered, that a judgment pro confesso be entered against said Caleb Murphree, administrator, &c., as aforesaid, for his failure to answer said bill of revivor, and for his non-appearance as aforesaid, which is accordingly done."

And now, afterward, to wit, on the twenty-fifth day of November, being a day of a term of the district court of the United States, for the northern district of Alabama, at Huntsville, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-seven.

Order, Nov., 1847, *to continue.*

"Come the parties, by their solicitors, and on the application of said defendants, by their solicitors, it is ordered, that this cause be continued.

Order, Nov., 1847, *that each party have leave to take testimony till next term.*

And it is further ordered, that each party have leave to take testimony until the next term of this court, and at the next term of this court this cause shall stand for hearing.

Order, Nov., 1847, *that J. H. Henderson, trustee, keep Blounts prings in repair out of the rents, &c.*

And by consent of said parties, by their solicitors, it is further ordered, that John H. Henderson, who has heretofore been appointed trustee in place of Philip D. Clack, deceased, be authorized, out of the rents and profits of the property described in said bill, to keep the said property in repair."

And afterwards, to wit, on the twenty-seventh day of November, being a day of a term of the district court aforesaid, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-eight:

Order, Nov., 1848, *to continue.*

"Come the parties, by their solicitors, and on the showing of said defendants, it is ordered that this cause be continued."

And afterwards, to wit, on the twenty-third day of May, being a day of a term of the district court of the United States, for the northern dis-

trict of Alabama, at Huntsville, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord, one thousand eight hundred and forty-nine:

Order, May, 1849, *to publish testimony.*

"Come the parties, by their solicitors; and by their consent, it is ordered that publication of the testimony in this cause be made."

And afterwards, to wit, on the twenty-fourth day of May, in the year of our Lord one thousand eight hundred and forty-nine, being a further day of the term last aforesaid, of said district court:

Order, May, 1849, *that papers in cause be submitted for final decree in vacation.*

"Come the parties, by their solicitors; and by their consent, it is ordered that the papers in this cause be submitted to the court for final decree in vacation, and that the said decree, when rendered, be considered as rendered of this term."

And afterwards, to wit, on the twenty-eighth day of November, being a day of a term of the district court aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-nine:

Order, Nov., 1849, *that decree be made in vacation, and that each party have a right to appeal, &c.*

"Come the parties, by their solicitors; and by their consent, it is ordered that a decree in said cause be made and entered in vacation, as of this term; and that either party shall have the right to appeal, in the same manner as if rendered at this term."

And now, afterwards, to wit, on the twenty-second day of May, being a day of a term of the district court aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in said month, (May,) in the year of our Lord one thousand eight hundred and fifty:

Final decree, May, 1850, *dismissing said bill, &c.*

"This cause coming on to be heard on the bill, answers, exhibits, and proofs, the court is of opinion that the sale of the Blount springs tract of land, by George Goffe to Thomas Williams, on the ——— day of September, eighteen hundred and thirty-seven, was made in good faith, and without any design to defraud his creditors; and, also, that the deed executed by the said George Goffe to J. M. Goffe, by which were conveyed to said J. M. Goffe sundry notes specified in the bill, in trust for the benefit of the wife and daughters of the said George Goffe, was made bona fide, and without design to defraud his creditors; and that,

at the date of the said sale and deed of trust, the said George Goffe had, independent of the said Blount springs tract of land, property amply sufficient to pay and satisfy his creditors. It is therefore ordered, adjudged, and decreed, that the bill in this cause be dismissed; and it is further ordered and decreed, that the complainants pay the costs of this suit."

And at the same time was filed the opinion of the court, which is in the words and figures following, to wit:

Opinion of the court.

"The bill alleges that George and Joseph M. Goffe, merchants, doing business under the firm of G. & J. M. Goffe, on the 2d February, 1837, made and executed their promissory note for $5,169, at thirteen months, to the plaintiffs; and on the 22d September, 1837, made another promissory note for $953 25, payable at nine months.

That suit was commenced on said notes in the United States district court at Huntsville, on the 7th November, 1840, and judgment obtained thereon in November, 1840.

That on the 2d February, 1837, the said G. & J. M. Goffe made and executed to the plaintiffs another promissory note, for the sum of $5,168 26, at twelve months, on which suit was brought on the 22d February, 1841, and judgment obtained thereon in November of the same year.

That executions were regularly issued on the said judgments, on which the return of nulla bona was made by the marshal of said court.

The bill charges that the said Geo. & J. M. Goffe are insolvent.

That on the 12th September, 1837, the said George Goffe, with intent to hinder, delay, and defraud the complainants in the collection of their said debts, made a shift to get his property out of his hands, and to that end he and his wife, Louisa Goffe, by deed of bargain and sale, conveyed to Thomas Williams, jr., for the sum and at the price of $64,000, a tract of land in the county of Blount, containing 640 acres, known as the Blount springs tract, whereon certain mineral springs of that name are situated, which deed was duly recorded in the proper office.

That the sum of $64,000 was made payable in promissory notes, as follows: $5,000 payable 1st March, 1838; $5,000 payable on the 1st October, 1837; $10,000 payable 1st October, 1840; $10,000 payable 1st October, 1842; $10,000 payable 1st October, 1844; $10,000 payable 1st October, 1846; $14,000 payable 1st October, 1848; all bearing interest at 6 per cent. from date.

That to secure the payment of the said notes the said Williams conveyed, in trust, the same land to J. M. Goffe, with authority to sell so much thereof as would pay and satify the notes as they fell due.

That the said George Goffe, on the same day, after the execution of the deed of trust, for the purpose of hindering, delaying, and defrauding the complainants in the collection of their said debts, conveyed to J. M. Goffe, in trust, for the benefit of his wife and daughters, the said

notes, with the exception of the two first for $5,000 each, without any valuable consideration, viz., to each of his four daughters one of the notes for $10,000, and to his wife the note for $14,000; that one of the notes for $5,000 was paid by Williams to Goffe; and the other endorsed to Norris, Stodder & Co., a mercantile firm in the city of Mobile.

That Norris, Stodder & Co. filed their bill in the chancery court in Blount county, for the purpose of having J. M. Goffe removed as trustee appointed to sell the said land under the deed made to receive the payment of the notes aforesaid, he having left the country, and of having a resident citizen appointed in his stead; to restrain the said Goffe from selling said land, and also to sell so much of the said land as would pay and satisfy the said note.

That the chancellor appointed a new trustee to execute the trust, whereby he is authorized to sell so much of said land as will pay and satisfy the said debt due to Norris, Stodder & Co., and the complainants say they are willing the said debts shall be first paid.

The bill further charges, that the said George & J. M. Goffe fraudulently created the debt for which they made their note of 22d September, 1837, by concealing from plaintiffs the conveyance of the said land and the notes for his wife and children.

That the said Th. Williams, jr., has never paid any of the purchase money except $5,000, as before stated.

The bill prays that the said George Goffe may be required to come to a just account with the plaintiffs; that he may be decreed to pay the amount due them, and in default thereof, that the said Williams may be forthwith decreed to pay the same; and in default thereof, that the said lands and real estate, or the debts assigned to Mrs. Goffe and her children, and the security to them, may be converted into money, by sale or otherwise, so as to secure the payment of the debts due complainants. The bill prays a subpœna to issue to Norris, Stodder & Co., among the other defendants, and an answer is required from them.

The answer of Norris, Stodder & Co., a firm consisting of six persons, four of whom are the complainants in this cause, concur in all the statements and allegations in the bill, and are very decidedly of the opinion that the relief prayed should be fully granted, and that their debt also should be paid.

The answer of the other defendants desires that the deeds set forth in the bill, or any part of the contracts between the parties, were made with[out] any purpose or intent to defraud the plaintiffs, or to hinder them in the collection of their debts, or to defraud, hinder, or delay any other creditor.

That at the time of the intermarriage of George Goffe with the defendant, Louisa, he was in indigent circumstances, without money or property; that soon after their marriage J. Gardner, the father of Mrs. Goffe, set him up in business as a merchant.

That by the proceeds of this business, and by gifts of property, real and personal, by Gardner, he acquired the whole of the property he

was in possession of at the period of the sale to Williams; that several years prior to said sale he had devoted his attention to keeping the Blount springs; that in the fall of 1836 he re-entered in the mercantile business in partnership with J. M. Goffe.

That at this time the said George Goffe was free from debt, except a trifling amount, and was induced to sell the springs, that he might be enabled to devote himself exclusively to his profession as a merchant.

That pending the negotiation with Williams for the sale of the Blount springs property, the said Williams, as the friend of Mrs. Goffe and her daughters, urged upon Goffe the propriety and moral obligation he was under, from the foregoing facts, and from the consideration that he was about to convey away her dower in a valuable property, to settle a part of the purchase money for said springs upon herself and daughters; this he refused to do, until Williams told him if he persisted in his refusal he would not make the purchase. After some hesitation, he agreed to settle a portion of the purchase money on his family, and the sale was made to Williams on *the* that express condition, which was afterwards carried out by executing the deed to J. M. Goffe.

The answer alleges that the consideration for this family settlement was the relinquishment of the wife's dower, and the receipt, by the husband, of the greater portion of his property by his marriage.

That, at the date of the sale to Williams, the individual debts of Goffe did not exceed $1,000, and that the partnership debts did not exceed 20 or $22,000, including the two larger notes set forth in the bill.

That at that time Geo. Goffe, exclusive of the land sold to Williams, and the purchase-money therefor, was worth at least forty thousand dollars, and probably $50,000.

That the property he owned individually consisted of a valuable house and lot in the city of Tuscaloosa; a large quantity of valuable lands lying in the counties of Blount, Walker, Jefferson, and Autauga, in this State; a large number of negroes, bonds, bills, notes, accounts, &c.

That the property of the firm was worth $20,000, which consisted of merchandise, bonds, bills, notes, accounts, &c.

That the purchases they made in 1836 amounted to thousand dollars, and were made principally for cash, and sold at a high profit.

That Geo. Goffe continued solvent, and paid his own debts, and the debts of G. and J. M. Goffe, until April or May, 1839.

That the said firm paid off all the debts contracted prior to September, 1837, except the two larger notes of complainants, described in the bill, and that they could have been collected also with ordinary diligence, and have been lost by wilful negligence and blind confidence in the solvency of the said firm.

That, in July or August, 1839, Geo. Goffe sent off to Texas from this State property worth $12,700, consisting of negroes and other valuable property, which he sold, and laid out the proceeds in Texas lands.

That the members of the firm of Parish & Co., of New York, the complainants, were also members of the firm of Norris, Stodder & Co., of Mobile; and the last mentioned house, in the spring of 1838, sold to G. and J. M. Goffe, on a credit, goods to the amount of 15 or $18,000, with notice of the sale of the Blount springs lands to Williams, and of his settlement of the notes on his family; that, in January, 1839, the said firm of Norris, Stodder & Co. obtained from Joseph Goffe a deed of trust, of real estate in Tuscaloosa, worth $8,000, and of 19 negroes, worth $12,000, to secure payment as well for goods sold as aforesaid as for the note of Williams of $5,000 before mentioned.

That a portion of the property conveyed by said deed of trust, to the amount of $6,800, was sold, and the proceeds applied to the payment of the debt due Norris, Stodder & Co., to the exclusion of the debt due the complainants, though that debt was included in the deed of trust.

That, for two years after the sale to Williams, the said Geo. Goffe had in his possession property amply sufficient to pay all the debts he owed at that time.

That Norris, Stodder & Co. have no legal claim to any portion of the funds secured by the deed of trust made by Williams, for the reasons: 1st, that they could have made the money out of Williams, if they had taken legal steps for its collection, which they did not do, but delayed till he became insolvent; and, 2d, that they are barred by a decree of the court of chancery in the county of Blount.

The merits of this controversy are contained in the true construction of our statute of frauds, which is substantially the same with that of the 13th Elizabeth. The object of both is to protect creditors from fraudulent conveyances practised by debtors under the pretence of making suitable provision for their families and relations.

Whether the mere indebtedness of a party is conclusive evidence of fraud in all cases of voluntary conveyance, is a question which has been more frequently and earnestly discussed than any that has arisen under the English statute of Elizabeth.

The ablest English and American judges have been divided on this question, and it will probably be long before it will be settled to the satisfaction of the legal profession.

In the case of Townsend vs. Windham, 2 Ves., 10, 11, Lord Hardwick said, "I know of no case in the statute of 13th Elizabeth where a man, indebted at the time, makes a voluntary conveyance to a child without consideration, and dies indebted, but that it shall be considered a part of his estate for the benefit of his creditors. A man actually indebted, and conveying voluntarily, always means it to be in fraud of his creditors."

On the other hand, Lord Mansfield, in Cadogan vs. Kennett, Cowp., 434, remarks, "Such a construction is not to be made in support of creditors as will make third persons sufferers. Therefore, the statute does not militate against any transaction, bona fide made, and where there is no imagination of fraud. And so of the common law. A fair voluntary conveyance may be good against creditors, notwithstanding

its being voluntary. The circumstance of a man being indebted at the time of his making a voluntary conveyance is an argument of fraud. The question, therefore, in every case is, whether the act done is a bona fide transaction, or whether a trick or contrivance to defraud creditors."

In the U. States Ch. Kent is at the head of those who maintain that the indebtedness of a party constitutes per se conclusive evidence of fraud, in a voluntary conveyance, in all cases where the creditors to whom he is indebted are concerned. The presumption of law, he contends, against the conveyance, does not depend upon the amount of debts, or the extent of property in settlement, or the circumstances of the party.

The decisions of the supreme court of New York maintain the contrary doctrine, and also of the supreme court of Connecticut, and other States of the Union. But the opinion of the Supreme Court of the United States, in the case of Hinds' Lessee vs. Longworth, 11th Wheat., 199, furnishes an authority for this court which cannot be disregarded; that decision is, that mere indebtedness at the time does not make a voluntary deed fraudulent as against creditors. But whether it is fraudulent or not, depends on the circumstances of the case. The court say that "the want of a valuable consideration may be a badge of fraud, but it is only presumptive, and not conclusive, evidence of it, and may be met and rebutted by evidence on the other side."

But while these cases establish the principle that indebtedness per se is only presumptive evidence of fraud, they do not furnish any precise and definite rule as to the proportion which the amount of indebtedness, the value and amount of property conveyed, and of that retained for the benefit and security of creditors, should bear to each other, so as to free a case from the imputation of fraud.

In the case just referred to, of Hinds' Lessee vs. Longworth, the court holds this language: "the mere fact of being indebted to a small amount would not make a deed fraudulent, if it could be shown that the grantor was in prosperous circumstances and unembarrassed; and that a gift to a child was a reasonable provision according to his state and condition in life, and leaving enough for the payment of the debts of the grantor."

Now, the expressions, prosperous circumstances, and unembarrassed, a reasonable provision for a child, &c., could not convey the same impression to all persons. Two individuals, having a perfect acquaintance with a person, in relation to each of these points might differ in opinion; what would be prosperous and unembarrassed circumstances with one, might not be so considered by another; and they might also differ in opinion as to what would be a reasonable provision for a child. This and other similar strong cases are put in the books, not for the purpose of furnishing a definite rule, but to illustrate the unreasonableness and absurdity of the doctrine, that a voluntary conveyance made by a person indebted at the time is of itself fraudulent.

The true practical rule, which I think is fully authorized by the case

of Hinds' Lessee vs. Longworth, is laid down by the supreme court of N. York, in the case of Jackson vs. Town. That rule is, that "neither a creditor nor a purchaser can impeach a conveyance bona fide made, founded on natural law and affection, free from the imputation of fraud, and when the grantor had, independent of the property granted, an ample fund to satisfy his creditors."

Testing the case under consideration by this rule, we must look to the evidence to ascertain the amount and value of the property owned by Geo. Goffe, as well as by the firm of G. & J. M. Goffe, at the period of the sale to Williams, and the conveyance of his notes for the benefit of Mrs. Goffe and her daughters, independent of the Blount springs tract; and also to determine whether these deeds are made bona fide, and free from the imputation of fraud.

Several witnesses have been examined by the defendants as to the value of the property. They all have but a partial knowledge of the subject except Elam Covington, who professes to be well acquainted with the pecuniary situation of the Goffes, having lived with them more than a year as their clerk. According to this witness the individual property of Geo. Goffe was worth in real estate $12,000, in negroes $13,000, and in debts from other persons $10,000, making $35,000. The firm at the same period had on hand merchandise worth $10,000, and debts due them estimated at $10,000, making the individual and partnership property amount in value to the sum of $55,000; the debts due at this period from the Goffes was about $25,000. Supposing that one-fourth of the debts was not available, and could not be collected, the property of the Goffes may be put down at $50,000; to this should be added the two five thousand dollar notes of Williams, which were excluded from the deed of trust made for the benefit of Goffe's family. I presume it would be admitted on all hands that property worth $60,000 would be amply sufficient to satisfy creditors whose demands amount to only $25,000.

But were these conveyances bona fide, and not tainted with fraud?

The bill charges that they were made with a design to defraud creditors, and to hinder and delay them in the collection of their debts; and it is maintained in the argument that this is shown by a letter written to Norris by Geo. Goffe in August, 1837; (Norris was one of the firm of Parish & Co.,) taken in connexion with the fact, that larger debts were contracted by the firm of G. & J. M. Goffe, in the North, shortly afterwards.

It appears from the letter that Norris was an old acquaintance and friend, and it is written with apparent candor and frankness. It is taken up with describing the condition of the country, the prospect of selling goods profitably, and the success he had theretofore met with in his dealings in merchandise. The letter was sent by Mr. Covington, who had come out from New York with Goffe to act as his clerk, and he refers him to this gentleman for any and all information he might desire. The letter is such an one as an honest man would write, and there is nothing in it from which a fraudulent design could

be inferred. Some debts, though not to a large amount, are contracted in the North in the fall of the year 1837; but much the larger proportion was incurred in the year 1838, when sufficient time had elapsed for the sale of the Blount springs to be known, and was in all likelihood known, as the transaction was one of considerable public notoriety. I think, therefore, that the letter was not a pretence, as it is contended it was, and there is no evidence to show that the debts contracted after it was written was connected with any fraudulent intent.

The evidence of Col. Williams, the purchaser, proves, that though Goffe suggested his desire of settling a portion of the notes on his daughters, he was opposed, and for some time refused, to secure anything to his wife. J. M. Goffe also objected, and Williams refused to complete the purchase unless this was done. Goffe hesitated several days, but finally concluded to secure to his wife the last note of $14,000. His proposition was to give to each of his four daughters one of the notes for $10,000, and to retain the others for himself. Had his first intention been carried out, he would have added this large amount of $14,000 to his other means, and this strongly excludes the idea of his intending fraud towards his creditors. But the idea of intentional fraud is rebutted by other facts in the case.

The first is, that he paid nearly all the debts which existed against him and the firm at the time the family settlement was made, except those due the complainants.

The second is, that he continued to pay his debts punctually till the spring of 1839, and among them several that were contracted in 1838, and afterwards.

And the third is, that during all this time he made no disposition of his property to evade the payment of his debts; and the proof is, that most of them were paid from sales made by the sheriff.

It is true, that in 1840, he sent a portion of his property to Texas, but this furnishes no evidence of a fraudulent intent in making the deeds in 1837. If it had been his design to place his property beyond the reach of his creditors, it is not reasonable to suppose that he would delay*ed* until the greater part of it was sold by the sheriff.

I think it is quite clear from the proof that the plaintiffs have been defeated in the collection of their debts by not taking steps to that end at an earlier period. They delayed bringing suit for about two years after the notes they held on the Goffes fell due. In the mean time, other creditors, whose demands were due about the same time and afterwards, pressed their claims and collected them. Goffe run off negroes and other property to Texas, valued at about $10,000 in 1840, which with proper diligence could have been subjected to the payment of these debts, and it would be improper and unjust to visit the consequences of their negligence on the defendants.

The complainants charge in their bill that they relied on the Blount springs property as a security for their debt, and would not have trusted Goffe if they had known it had been settled on his family. The sincerity of this statement is rendered questionable by the fact that, in

April, 1838, the house of Norris, Stodder & Co., of Mobile, sold the Goffes merchandise to the amount of $740, and in January, 1839, sold them also on a credit goods to the amount of $6,311. This firm of Norris, Stodder & Co. is identical with that of Parish & Co., with the exception of two persons. Four members of this firm are members of the other. Now, it is not to be doubted that the house in Mobile knew of the disposition Goffe had made of the Blount springs, and it is evident that his credit with that house had not been impaired by that transaction. I think after this large credit, given in 1838 and 1839, it is too late to allege that it had been conveyed away to defraud, hinder, and delay creditors in the collection of debts contracted in the early part of 1837.

The result is, that the sale made by George Goffe, on the 12th September, 1837, to Thomas Williams, and the conveyance of the notes of Williams to J. M. Goffe, in trust for his wife and daughters, was bona fide and free from the imputation of fraud; and that, independent of the Blount springs property sold to Williams, he retained an amount amply sufficient to satisfy his creditors.

(Signed) JOHN GAYLE.

Order, May, 1850, granting an appeal.

And afterwards, to wit, on the twenty-third day of May, one thousand eight hundred and fifty, being a further day of the term last aforesaid of said district court, come the parties, by their solicitors, and the said plaintiffs praying an appeal to the next term of the Supreme Court of the United States, the said appeal is now here granted to said plaintiffs by the court.

Order, May, 1850, relative to appeal bond, and approving same.

And it is further ordered by the court, that said plaintiffs execute an appeal bond, payable to said defendants, in the penal sum of one thousand dollars, with the usual condition; and thereupon LeRoy M. Wiley and Daniel Parish, two of said plaintiffs, by their attorney in fact, Silas Parsons, and the said Silas Parsons, their security, having entered into an appeal bond as aforesaid, in the penalty as aforesaid, and the same being approved by the court, it is ordered that the same be entered of record in the said cause.

Appeal bond.

(The appeal bond.)

Know all men by these presents, that we, LeRoy M. Wiley and Daniel Parish, of the State of New York, and Silas Parsons, of the town of Huntsville, in the county of Madison, and State of Alabama, are held and firmly bound unto Caleb Murphree, administrator of the estate of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., John H. Henderson, trustee, &c., Jones C. Lucy and his wife, Martha

Lucy, Addison Boykin and his wife, Mary Louisa Boykin, Elizabeth G. Goffe, Calvin Norris, and David Stodder, in the penal sum of one thousand dollars; for the due payment of which, we and each of us do bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-third day of May, eighteen hundred and fifty.

The condition of the above obligation is such, that whereas, in a suit heretofore pending in the district court of the United States, for the northern district of Alabama, at Huntsville, in said district, wherein Parish & Co. (of which firm the said Le Roy M. Wiley and Daniel Parish are members) are complainants against the said Caleb Murphree, administrator of the estate of said George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., John H. Henderson, trustee, &c., Jones C. Lucy and his wife, Martha Lucy, Addison Boykin and his wife, Mary Louisa Boykin, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants, it was decreed by said district court that the bill of the said complainants be dismissed, and that the said defendants recover against said complainants the costs in this cause incurred; and the said plaintiffs having prayed and obtained an appeal from said decree to the Supreme Court of the United States at its next term, to be begun and held at the city of Washington, on the first Monday in December next:

Now, if the said Parish & Co. shall prosecute the said appeal to effect, and pay and satisfy any judgment or decree which said Supreme Court may render against them, then the above obligation shall be null and void, else remain in full force and virtue.

LEROY M. WILEY, [SEAL.]
DANIEL PARISH. [SEAL.]
By their attorney in fact, SILAS PARSONS.
SILAS PARSONS, *Surety.* [SEAL.]

(Endorsed.) Filed 23d May, 1850.
Teste: B. T. MOORE, *Clerk.*

(The power of attorney made by LeRoy M. Wiley and Daniel Parish to Silas Parsons.)

Power of attorney from L. M. Wiley and D. Parish to S. Parsons.

Whereas the undersigned, members of the firm of Parish & Co., have a suit in the district court of the United States, in the northern district of Alabama, at Huntsville, against Goffe and others, in which it is expected that a decree will be rendered shortly, and it may be necessary on our part to appeal or take a writ of error therefrom to the Supreme Court of the United States, and it may become necessary for us to give bond and surety for that purpose: To that end we hereby appoint Silas Parsons and Septimus D. Cabarriss, our attorneys in fact, with full power to them, and to each or either of them, for us and in our name, to execute such bond as may be necessary, and to become

our surety or sureties to the same, whereby we will be bound to all intents and purposes, the appeal or writ of error to be taken or omitted at the discretion of our said attorneys, or of whichever of them may act.

Given under our hands and seals, this nineteenth day of April, 1850.

L. M. WILEY, [SEAL.]
DANIEL PARISH, [SEAL.]
In behalf of themselves and the other members of the late firm of Parish & Co.

Witness:
ROBERT C. EMBREE.

UNITED STATES OF AMERICA,
State of New York, ss:

Be it remembered, that, on this nineteenth day of April, in the year of our Lord one thousand eight hundred and fifty, before me, Robert C. Embree, a notary public in and for the State of New York, duly commissioned and affirmed, dwelling in the city of New York, come LeRoy M. Wiley and Daniel Parish, known to me to be the individuals described in and who executed the above instrument, who severally acknowledged to me that they executed the same for themselves for the uses and purposes therein mentioned, and as and for the act and deed of the other members of the late firm of Parish & Co.

In testimony whereof I have hereunto signed my name and affixed [L. S.] my notarial seal of office the day and year first above written.

ROBERT C. EMBREE, *Notary Public*,
76 *Nassau street, New York.*

(Endorsed.) Filed 23d May, 1850.
Teste: B. T. MOORE, *Clerk.*

The following are the proofs on file, viz., transcripts of records, depositions, &c., and agreements of counsel, &c., &c.

The following is a transcript of a cause in the name of Parish & Co. vs. George Goffe, in the U. S. district court, at Huntsville, in the State of Alabama.

Transcript of cause at law in name of Parish & Co. vs. George Goffe, in U. S. district court, at Huntsville.

THE UNITED STATES OF AMERICA.

Pleas had at a term of the district court of the United States, for the northern district of Alabama, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday, being the twenty-second day of November, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States of America the sixty-sixth. Present, the hon. William Crawford, judge of said district court.

PARISH & Co. vs. GEORGE GOFFE. } 1052.

Be it remembered, that heretofore, to wit, at a term of the district court of the United States of America, for the northern district of Alabama, at Huntsville, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in November, in the year of our Lord one thousand eight hundred and forty, was returned a writ of capias ad respondendum in the name of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, late merchants and partners, trading under the firm name and style of Parish & Co., plaintiffs, against George Goffe, defendant, in the words and figures following, to wit:

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We commanded you to take the body of George Goffe, who is a citizen of the State of Alabama, residing in said district, if to be found therein, and him safely keep so that you have his body before the honorable the judge of the district court of the United States of America, for said district, to be held at the court-house, in the town of Huntsville, on the fourth Monday in November instant, to answer Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the name and style of Parish & Co., who are all citizens of the State of New York, of a plea of trespass on the case upon promises, to their damage two thousand dollars. Fail not herein, and have then and there this writ.

Witness the honorable William Crawford, judge of said court, this seventh day of November, in the year of our Lord one thou-
[L. S.] sand eight hundred and forty, and in the sixty-fifth year of the independence of the United States of America.

Issued 7th day of November, 1840.

Attest: B. T. MOORE, *Clerk of said court.*

(Endorsed.) This action of trespass on the case upon promises is founded on two promissory notes in writing made by the defendant and one Joseph M. Goffe, who were partners, using the firm name of G. & J. M. Goffe, in their said firm name, one of said notes bearing date New York, February 2, 1837, for the payment, thirteen months after the date thereof, to the order of the plaintiffs, in their said partnership name, of five thousand one hundred and sixty-nine dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; and the other, made by the said defendant and the said Joseph M. Goffe, in their partnership name aforesaid, bearing date New York, September 22d, 1837, for the payment, nine months after the date thereof, to the order of the plaintiffs, in their said partnership name, of nine hundred and fifty-three $\frac{25}{100}$ dollars, at the Branch of the Bank of the

State of Alabama, at Mobile; yet said notes remain wholly unpaid. No bail required.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

(*Marshal's receipt and return.*)

Received 6th November, 1840. Not found in my district, 18th November, 1840.

B. PATTERSON, *U. S. M., N. D. A.*,
By his deputy G. E. MOORE.

And afterwards, to wit, on the fifteenth day of December, in the year one thousand eight hundred and forty, was issued an alias writ of capias ad respondendum in said cause, in the words and figures following, to wit:

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you, as heretofore, to take the body of George Goffe, who is a citizen of the State of Alabama, residing in said district, if to be found therein, and him safely keep, so that you have his body before the honorable the judge of the district court of the United States of America, for said district, to be held at the court-house in the town of Huntsville therein, on the third Monday in May next, to answer Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the name and style of Parish & Co., who are all citizens of the State of New York, of a plea of trespass on the case upon promises, to their damage ten thousand dollars. Herein fail not, and have then and there this writ.

Witness the honorable William Crawford, judge of said court, this fifteenth day of December, in the year of our Lord one thousand eight hundred and forty, and in the sixty-fifth year of the [L. S.] independence of the United States of America. Issued fifteenth day of December, 1840.

Attest: B. T. MOORE,
Clerk of said court.

(Endorsed.) This action of trespass on the case upon promises is founded upon two promissory notes in writing, made by the defendant and one Joseph M. Goffe, who were partners, using the firm name of G. & J. M. Goffe, in their said firm name, one of said notes bearing date New York, February 2, 1837, for the payment, thirteen months after the date thereof, to the order of the plaintiffs, in their said partnership name, of five thousand one hundred and sixty-nine dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; and the other, made by the said defendant and the said Joseph M. Goffe, in their partnership name aforesaid, bearing date New York,

September 22d, 1837, for the payment, nine months after the date thereof, to the order of the plaintiffs, in their said partnership name, of nine hundred and fifty-three $\frac{25}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile; yet said notes remain wholly unpaid. No bail required.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

Marshal's receipt and return.

Received 20th March, 1841. Executed 29th March, 1841.

BENJ. PATTERSON, *Mar. N. D. A.*,
By his deputy, G. C. MOORE.

And at the term of said district court last aforesaid, come the plaintiffs, by their attorneys, and filed their declaration in said cause in the words and figures following, to wit:

NORTHERN DISTRICT OF ALABAMA, *ss:*

District court of the United States, for the northern district of the State of Alabama, May term, 1841.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the name and style of Parish & Co., who are all citizens of the State of New York, plaintiffs, by attorney, complain of George Goffe, who is a citizen of the State of Alabama, residing in the district aforesaid, defendant, in custody, &c., of a plea of trespass on the case upon promises. For that whereas the said defendant, and one Joseph M. Goffe, who is not sued in this action, were merchants and partners, trading under the firm name of G. & J. M. Goffe, in their partnership name aforesaid heretofore, to wit, on the 2d day of February, in the year 1837, at New York, to wit, in the district aforesaid, made their certain promissory note in writing, bearing date the day and year aforesaid, and then and there delivered the said note to the plaintiffs; by which said note he, the said defendant, and the said Joseph M. Goffe, then and there promised to pay, thirteen months after date thereof, to the order of the said plaintiffs, by their partnership name aforesaid of Parish & Co., five thousand one hundred and sixty-nine dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; and the said plaintiffs in fact say, that afterwards, when the said note became due and payable according to the tenor and effect thereof, to wit, on the 5th day of March, in the year 1838, at the Branch of the Bank of the State of Alabama, at Mobile, to wit, in the district aforesaid, the said note was duly presented and shown to and at the said branch of the bank aforesaid, for payment thereof, and payment of the said sum of money in the said note specified was then and there duly demanded, according to the tenor and effect of the said note; but that neither any officer of the said branch of the bank aforesaid, nor the

said defendant, nor the said Joseph M. Goffe, or any person or persons for or on behalf of the said defendant, or of the said Joseph M. Goffe, did or would, when the said note was so presented and shown for payment as aforesaid, or at any time before or afterwards, pay the said sum of money therein specified, or any part thereof, and the said note was then and there duly protested for non-payment thereof.

And whereas also the said defendant and the said Joseph M. Goffe, who is not sued in this action, were merchants and partners, trading under the firm name and style of G. & J. M. Goffe, in their partnership name aforesaid, heretofore, to wit, on the 22d day of September, in the year 1837, at New York, to wit, in the district aforesaid, made there certain other promissory note in writing, bearing date the day and year aforesaid, and then and there delivered the said note to the said plaintiffs; by which said note he, the said defendant, and the said Joseph M. Goffe, then and there promised to pay, nine months after the date thereof, to the order of the plaintiffs, by their said partnership name of Parish & Co., the sum of nine hundred and fifty-three $\frac{25}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; and the said plaintiffs in fact say, that afterwards, to wit, when the said note became due and payable, according to the tenor and effect thereof, to wit, on the 25th day of June, in the year 1838, at the Branch of the Bank of the State of Alabama, at Mobile, to wit, in the district aforesaid, the said note was duly presented and shown to and at the said branch of the bank aforesaid for payment thereof, and payment of the said sum of money in the said note specified was then and there duly demanded, according to the tenor and effect of the said note; but that neither any officer of the said branch of the bank aforesaid, nor the said defendant, nor the said Joseph M. Goffe, nor any person or persons for or on behalf of the said defendant, or of the said Joseph M. Goffe, did or would, when the said note was so presented and shown for payment as aforesaid, or at any time before or afterwards, pay the said sum of money therein specified, or any part thereof, and the said note was then and there duly protested for non-payment thereof.

By means whereof the said defendants then and there became liable to pay the said sum of money in the said notes specified to the said plaintiffs, according to the tenor and effect of the said notes; and being so liable he, the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, in the district aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the said sums of money in the said notes specified, according to the tenor and *and* effect thereof. Nevertheless the said defendant, not regarding his said promises, but contriving to deceive the said plaintiffs in this behalf, has not as yet paid the said plaintiffs, the said sums of money in the said notes specified, or any part thereof, nor either of them, nor any part of either of them, although often requested so to do; nor hath the said Joseph M. Goffe paid the said sums of money in the said notes specified, or any part thereof, nor

either of them, nor any part of either of them. But the said defendants, to pay the same to the said plaintiff, hath hitherto wholly neglected and refused, to the damage of the said plaintiffs of ten thousand dollars, and therefore they bring their suit, &c.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

And now afterwards, to wit, on the twenty-third day of November, being a day of a term of the district court aforesaid, begun and held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and forty-one, come the parties, by their attorneys, and the said defendant, by leave of the court, withdrawing his pleas, and saying nothing further in bar of said plaintiffs' action: It is therefore considered by the court, that said plaintiffs recover against said defendant damages; but because it is unknown to the court what damages the said plaintiffs have sustained in the premises, it is ordered, that a jury be empannelled to ascertain and assess the same; and thereupon comes a jury of good and lawful men, to wit:

Elisha H. Rice, Stephen S. Ewing, James Clemens, Richard P. Adams, Dandridge Fariss, John R. B. Eldridge, Robert Hancock, John Read, Thomas Brandon, Francis J. Lunt, George Horton, and Bartley M. Lear, who being duly elected, tried, and sworn, well and truly to inquire of and assess said plaintiffs' damages, on their oath do say, they ascertain and assess said plaintiffs' damages, by reason of the premises in said declaration specified, to the sum of seven thousand nine hundred and twenty-two dollars and fifty-seven cents. It is therefore considered by the court, that said plaintiffs recover against said defendants said sum of seven thousand nine hundred and twenty-two dollars and fifty-seven cents, the damages aforesaid, ascertained and assessed as aforesaid, together with the costs herein expended, &c.

And afterwards, to wit, on the sixth day of December, in the year of our Lord one thousand eight hundred and forty-one, was issued a writ of fieri facias in said cause, in the words and figures following, to wit:

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you that, of the goods and chattels, lands and tenements, of George Goffe, if to be found in your district, you cause to be made the sum of seventy-nine hundred and twenty-two dollars and fifty-seven cents damages, together with the further sum of forty-six dollars and sixty-three and one-third cents costs, which Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norriss, and Thomas Parish, formerly merchants and partners, trading under the firm name and style of Parish & Co., late at a term of our district court, for the northern district aforesaid, begun and held at the court-house, in the town of Huntsville, in the said district, on the

fourth Monday in November, in the year of our Lord one thousand eight hundred and forty-one, recovered against the said George Goffe, as appears to us of record; and have said moneys before the judge of our said district court, on the third Monday in May next, ready to rener to the said Parish & Co. for their damages and costs; and have you then and there this writ.

Witness the honorable William Crawford, judge of said district court, this sixth day of December, in the year of our Lord one thousand eight hundred and forty-one, and in the sixty-sixth year of the independence of the United States of America. Issued sixth day of December, 1841.

[L. S.]

Attest: B. T. MOORE,
Clerk of said court.

Judgment 23d day of November, 1841.
Attest: B. T. MOORE, *Clerk, D. C.*

Damages, $7,922 57; copy of the bill of costs, attorney's tax fee, $15 00; clerk's fees, original writ with endorsement, $1 33⅓; one copy and certificate, 83⅓; docketing cause, 33⅓; entering marshal's return, 33⅓; entering plaintiffs' appearance, 33⅓; entering defendant's appearance, 33⅓; entering rules for pleading, 66⅔; filing declaration, 16⅔; certificate thereof, 33⅓; alias writ, 1 33⅓; copy of alias writ and certificate, 83⅓; entering marshal's return on alias writ, 33⅓; filing plea, 16⅔; order to withdraw plea, 66⅔; petition, order, and judgment, 1 16⅔; order to empannel jury, 66⅔; swearing jury and recording verdict, 1 66⅔; entering judgment thereon, 50; final record, 7 66⅔; taxing costs, 66⅔; copy of costs, 66⅔; fieri facias, &c., 1 33⅓; copy of costs on fi. fa. and certificate, 1 00; certificate of judgment, 33⅓; certificate of issuance of fi. fa., 33⅓; recording satisfaction, 33⅓, 24, 33⅓; marshal's fees serving alias writ on defendant, $2 00; mileage on alias writ, 3 30; filing and returning alias writ, 1 00; filing and entering orignal writ, 1 00, 7 30—$46 63⅓.

Attest: B. T. MOORE, *Clerk, D. C.*

(Marshal's receipt.) Received 7th December, 1841.
BENJAMIN PATTERSON,
Marshal of the northern district of Alabama.

(Marshal's return.) No property of the defendant found in my district to make this debt or any part. May 13, 1842.
BENJAMIN PATTERSON,
Marshal, N. D. A.

(Endorsed.) Mileage, $3 00; filing and returning, $1 00—400; damages, $7,922 57; costs, 50 63⅓.

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States

365.

of America, for the northern district of Alabama, at Huntsville, do hereby certify, that the above and foregoing pages contain a full, true, and complete transcript of the record and proceedings had in said district court, in the cause therein, in which Parish & Co. are plaintiffs, and George Goffe is defendant.

In testimony whereof I hereto subscribe my name and affix the seal of said district court, at office, in the town of Huntsville, in said district, this the twenty-second day of November, in the year of [L. S.) our Lord one thousand eight hundred and forty-eight, and of the independence of the United States of America the seventy-third.

B. T. MOORE, *Clerk, D. C.*

(Endorsed.) Filed 22d November, 1848.
Attest: B. T. MOORE, *Clerk.*

The following is a transcript of another cause, in the name of Parish & Co. against George Goffe, in the district court of the United States, for the northern district of Alabama, at Huntsville, in the words and figures following:

Transcript of cause at law in the United States district court, in the name of Parish & Co. vs. George Goffe.

THE UNITED STATES OF AMERICA.

Pleas had at a term of the district court of the United States, for the northern district of Alabama, at Huntsville, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday (being the twenty-second day) of November, in the year of our Lord one thousand eight hundred and forty-one, and of the independence of the United States of America the sixty-sixth.

Present, the honorable William Crawford, judge of said court.

PARISH & Co. vs. GEORGE GOFFE. } 1093.

Be it remembered that, heretofore, to wit, at a term of the district court of the United States of America, for the northern district of Alabama, at Huntsville, begun and held at the court-house in the town of Huntsville, in said district, on the third Monday in May, in the year of our Lord one thousand eight hundred and forty-one, was returned a writ of capias ad respondendum, in the name of Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, late merchants and partners, trading under the firm name and style of Parish & Co., plaintiffs, against George Goffe, defendant, in the words and figures following, to wit:

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you to take the body of George Goffe, who is a citi-

zen of the State of Alabama, residing in said district, if to be found therein, and him safely keep, so that you have his body before the honorable the judge of the district court of the United States of America, for said district, to be held at the court-house in the town of Huntsville therein, on the third Monday in May next, to answer Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshal, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, of a plea of trespass on the case upon promises, to their damage of ten thousand dollars. Fail not herein, and have then and there this writ.

Witness the honorable William Crawford, judge of said court, this twenty-second day of February, in the year of our Lord one [L. S.] thousand eight hundred and forty-one, and in the sixty-fifth year of the independence of the United States of America.

Issued 22d day of February, 1841.

Attest: B. T. MOORE, *Clerk of said court.*

(Endorsed.) This action of trespass on the case upon promises is founded upon a promissory note in writing, made by the defendant and one Joseph M. Goffe, who is not sued in this action, who were partners using the firm name of G. & J. M. Goffe, in their said firm name, bearing date New York, February 2d, 1837, for the payment, twelve months after the date thereof, to the order of the plaintiffs, in their said partnership name, of five thousand one hundred and sixty-eight $\frac{00}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; yet said note remains wholly unpaid. No bail required.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

(Marshal's receipt and return.) Received 20th March, 1841; executed 29th March, 1841.

BENJ. PATTERSON,
Marshal, N. D. A.
By his deputy G. E. MOORE.

And at the said term of said district court came the plaintiffs, by their attorneys, and filed their declaration in said cause in the words and figures following, to wit:

NORTHERN DISTRICT OF ALABAMA, *ss:*

District court of the United States, for the northern district of the State of Alabama, May term, 1841.

Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshal,l Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the firm name and style of Parish & Co., who are all citizens of the State of New York, plaintiffs, by attorney, complain of George Goffe, who is a citizen of the State of Alabama, re-

siding in the district aforesaid, defendant, in custody, &c., of a plea of trespass on the case upon promises. For that whereas the said defendant and one George Goffe, who is not sued in this action, were partners using the firm name of G. & J. M. Goffe, heretofore, to wit, on the second day of February, in the year 1837, at New York, to wit, in the district aforesaid, made their certain promissory note in writing, bearing date the day and year aforesaid, and then and there delivered the said note to the said plaintiffs; by which said note he, the said defendant, and the said Joseph M. Goffe, in their said partnership name aforesaid, then and there promised to pay, twelve months after the date thereof, to the order of the said plaintiffs, by their said partnership name of Parish & Co., the sum of five thousand one hundred and sixty-eight $\frac{68}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile, for value received; and the said plaintiffs in fact say, that afterwards, when the said note became due and payable, according to the tenor and effect thereof, to wit, on the fifth day of February, in the year 1838, at the Branch of the Bank of the State of Alabama, at Mobile, to wit, in the district aforesaid, the said note was duly presented and shown to and at the said branch of the bank aforesaid, and payment of the said sum of money, in the said note specified, was then and there duly demanded, according to the tenor and effect of the said note; but that neither any officer of the said branch of the bank aforesaid, nor the said defendant, nor the said Joseph M. Goffe, nor any person or persons for or on behalf of the said defendant or of the said Joseph M. Goffe, did or would, when the said note was so presented and shown for payment aforesaid, or at any time before or afterwards, pay the said sum of money therein specified, or any part thereof; and the said note was then and there duly protested for non-payment thereof. By means whereof the said defendant then and there became liable to pay the said plaintiffs the said sum of money in the said note specified, according to the tenor and effect thereof; and being so liable he, the said defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, in the district aforesaid, undertook, and then and there faithfully promised the said plaintiffs, to pay them the said sum of money in the said note specified, according to the tenor and effect thereof. Nevertheless the said defendant, not regarding his said promise, but contriving to deceive the said plaintiffs in this behalf, hath not as yet paid the said sum of money in the said note specified, or any part thereof, although often requested so to do; nor hath the said Joseph M. Goffe paid the said sum or any part thereof; but the said defendant, to pay the same to the said plaintiffs, hath hitherto wholly neglected and refused; to the damage of the said plaintiffs of ten thousand dollars; and therefore they bring suit, &c.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

And now, afterward, to wit, on the twenty-third day of November, being a day of a term of the district court aforesaid, begun and held at

the court-house in the town of Huntsville, in said district, on the fourth Monday in said month, (November,) in the year of our Lord one thousand eight hundred and fifty-one, come the parties, by their attorneys, and the said defendant, by leave of the court, withdrawing his plea, and saying nothing further in bar of said plaintiff's action: It is therefore considered by the court, that said plaintiffs recover against said defendant damages; but, because it is unknown to the court what damages the said plaintiffs have sustained in the premises, it is ordered that a jury be empannelled to ascertain and assess the same; and thereupon comes a jury of good and lawful men, to wit, Elisha H. Rice, Stephen S. Ewing, James Clemens, Richard P. Adams, Dandridge Fariss, John R. B. Eldridge, Robert Hancock, John Read, Thomas Branden, Francis J. Lunt, Augustin J. Withers, and Bartley M. Lear, who being duly elected, tried, and sworn well and truly to inquire of and assess plaintiffs' damages, on their oath do say, they ascertain and assess said plaintiffs' damages, by reason of the premises in said plaintiffs' declaration specified, to the sum of six thousand seven hundred and forty-four dollars eighty-five cents.

It is therefore considered by the court, that said plaintiffs recover against said defendant said sum of six thousand seven hundred and forty-four dollars and eighty-five cents, the damages aforesaid, ascertained and assessed as aforesaid, together with the costs herein expended, &c.

And afterwards, to wit, on the sixth day of December, in the year one thousand eight hundred and forty-one, was issued a writ of fieri facias in said cause, in the words and figures following, to wit:

The President of the United States of America, to the marshal of the northern district of Alabama, greeting:

We command you, that of the goods and chattels, lands and tenements, of George Goffe, if to be found in your district, you cause to be made the sum of sixty-seven hundred and forty-four dollars and eighty-five cents, damages, together with the further sum of forty dollars and ninety-six and two-thirds cents, costs, which Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, formerly merchants and partners, trading under the firm name and style of Parish & Co., late at the term of our district court, for the northern district aforesaid, begun and held at the court-house in the town of Huntsville, in said district, on the fourth Monday in November, in the year of our Lord one thousand eight hundred and forty-one, recovered against the said George Goffe, as appears to us of record, and have said moneys before the judge of our said district court on the third Monday in May next, ready to render to the said Parish & Co. for their damages and costs. And have you then and there this writ.

Witness the honorable William Crawford, judge of said district court, this sixth day of December, in the year of our Lord one thou-

[L. S.] sand eight hundred and forty-one, and in the sixty-sixth year of the independence of the United States of America.

Issued sixth day of December, 1841.

Teste: B. T. MOORE,
Clerk of said court.

Judgment 23d day of November, 1841. Damages $6,744 85.

Teste: B. T. MOORE, *Clerk, D. C.*

Copy of the bill of costs

Attorney's tax fee, $15 00. Clerk's fees—original writ, with endorsement, $1 33⅓; one copy and certificate, 83⅓; docketing cause, 33⅓; entering marshal's return, 33⅓; entering plaintiff's appearance, 33⅓; entering defendant's appearance, 33⅓; entering rules for pleading, 66⅔; filing declaration, 16⅔; certificate thereof, 33⅓; filing plea, 16⅔; order to withdraw plea, 66⅔; further order and judgment, nil dicit, 1 16⅔; order to empannel jury, 66⅔; swearing jury and recording verdict, 1 16⅔; entering judgment thereon, 50; final record, 5 50; taxing costs, 66⅔; copy of costs, 66⅔; fieri facias, &c., 1 33⅓; copy of costs on fi. fa. and certificate, 1 00; certificate of date of judgment, 33⅓; certificate of issuance of fi. fa., 33⅓; recording satisfaction, 33⅓—$19 66⅔. Marshal's fees—serving writ on defendant, $2 00; mileage on writ, 3 30; filing and returning writ, 1 00—$6 30=$40 96⅔.

Teste: B. T. MOORE, *Clerk, D. C.*

(Marshal's receipt.) Received, 7th December, 1841.

BENJAMIN PATTERSON,
Marshal of the northern district of Alabama.

(Marshal's return.) No property of the defendant found in my district to make this debt, or any part.

BENJAMIN PATTERSON,
13th May, 1842. *Marshal, N. D. A.*

Mileage, $3 00; filing and returning, 1 00—$4 00.

Damages, $6,744 85; costs, $44 96⅔.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at Huntsville, certify, that the above and foregoing pages contain a full, true, and complete transcript of the record and proceedings had in the cause in said district court, in the name of Parish & Co., plaintiffs, against George Goffe, defendant.

In testimony whereof I have hereunto subscribed my name, and affixed the seal of said district court, at office, in the town of Huntsville, in said district, this the twenty-second day of No-
[L. S.] vember, in the year of our Lord one thousand eight hundred and forty-eight, and of the independence of the United States of America the seventy-third.

B. T. MOORE, *Clerk, D. C.*

(Endorsed.) Filed 22d November, 1848.
B. T. MOORE, *Clerk.*

Agreement of counsel as to deeds, &c.

(An agreement, in writing, of the counsel in said cause, filed herein.)

In the district court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE and others.

The deeds which are described in the bill are admitted, to wit, the deed from George Goffe and wife to Thomas Williams; the deed of trust from said Williams to Joseph M. Goffe, as trustee; and the deed from said George Goffe, for the benefit of his wife and children, to said Joseph M. Goffe, as trustee.

(Signed) S. PARSONS,
Counsel for compl'ts.
JAMES ROBINSON,
Counsel for defendants.

May 15th, 1849.

(Endorsed.) Filed 15th May, 1849.
Teste: B. T. MOORE, *Clerk.*

The following is the deed from George Goffe and wife to Thomas Williams, jun., referred to in the foregoing agreement, in writing, to wit:

Deed from G. Goffe and wife to Thomas Williams, jun.

THE STATE OF ALABAMA, *Blount county.*

This indenture, made this twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-seven, between George Goffe and Louisa C. Goffe his wife, of the first part, of the State and county aforesaid, and Thomas Williams, jr., of the city of Mobile, and said State of the second part, witnesseth: that the said George and Louisa C. Goffe, his wife, for and in consideration of the sum of sixty-four thousand dollars, to them in hand paid at and before the sealing and delivery of these presents by the said Thomas Williams, jr., the receipt whereof is hereby acknowledged, have this day given, granted, bargained, sold, aliened, enfeoffed, and conveyed, and by these presents do give, grant, bargain, sell, alien, enfeoff, and convey, unto the said Thomas Williams, jr., his heirs and assigns forever, six hundred and forty acres of land, lying and being in the said county of Blount, and State of Alabama, comprised as follows, that is to say, the southwest quarter of section six, of township thirteen, range two west, containing one hundred and sixty acres, and forty-five one-hundredths acres, being the same commonly called the Blount springs tract; and also the other quarter section adjoining the one above described, being the southeast quarter of section six, township thirteen, range two west, containing one hundred and

sixty acres and forty-five one-hundredths of an acre; also the northeast quarter of section seven, township thirteen, range two west, containing one hundred and sixty acres and forty-five one-hundredths of an acre; also the east half of the northwest quarter of section seven, township thirteen, range two west, containing eighty acres; also the east half of the northwest quarter of section twelve, township thirteen, range three west, containing eighty acres and one-hundredth of an acre; the whole of which contains six hundred and forty acres, over and above the fractions above set down; together with all and singular the houses, outhouses, and improvements, rights, members, hereditaments, and appurtenances to the premises belonging, or in anywise incident or appertaining; to have, hold, occupy, possess, and enjoy, by the said Thomas Williams, jr., the hereby granted premises to him, the said Thomas Williams, jr., his heirs and assigns forever; but in this deed of conveyance is excepted from any warranty, by the said George Goff, two acres of ground reserved by John H. Harris to himself, for certain purposes, as expressed by deed from said Goffe to said Harris; but in this reservation all the right, title, claim, and interest, either in law or equity, which the said George Goffe and Louisa C. Goffe, his wife, may have, is conveyed, aliened, and assigned to the said Thomas Williams, jr.; and the said George Goffe and Louisa C. Goffe, his wife, for themselves, their heirs, executors, and administrators, do hereby covenant and agree, to and with the said Thomas William, jr., that they will forever warrant and defend, and by these presents do warrant forever, and defend forever, the true and lawful title of the above described tracts of land, excepting as above expressed to him, the said Thomas Williams, jr., his heirs and assigns forever, from the claim or claims of all and every person or persons whatsoever. In testimony whereof we have hereunto set our hands and affixed our seals, the day and year above written.

GEO. GOFFE, [SEAL.]
LOUISA C. GOFFE. [SEAL.]

Signed, sealed, and delivered in presence of us—
C. T. OLIVER,
J. C. CLEMENT,
DANIEL READ,
JACKSON K. HUDSON.

THE STATE OF ALABAMA, *Blount county.*

Be it remembered, that this day personally appeared before me, Jackson K. Hudson, one of the justices of the peace in and for Blount county, Mrs. Louisa C. Goffe, the wife of the within named George Goffe, and upon being privately and separately examined by me, separate and apart from her said husband, did acknowledge that she with her husband did sign, seal, and deliver the within deed to the within named Thomas Williams, jr., and that she did the same freely and voluntarily, without the dread, fear, or compulsion of her said husband, or any one else; and that she did then, and now does,

freely and of her own will and accord, assign and convey to the said Thomas Williams, jr., his heirs and assigns, all her interest and estate, and all her claim of dower, to the premises mentioned and conveyed in the said deed to the said Thomas Williams, jr.

In testimony whereof I have fixed my hand and seal this twelfth day of September, 1837, and the said Louisa C. Goffe has also signed the same with me.

JACKSON K. HUDSON. [SEAL.]

And I, the said Louisa C. Goffe, have hereunto affixed my seal, this 12th September, 1837, and subscribed my name.

LOUISA C. GOFFE. [SEAL.]

Witness:
JACKSON K. HUDSON. [SEAL.]

THE STATE OF ALABAMA, *Blount county, ss:*

Personally appeared before me, John P. Thomas, clerk of the county court of said county, Jackson K. Hudson, one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposeth and saith, that he saw the above or within named George Goffe, whose name is subscribed thereto, sign, seal, and deliver the same to the said Thomas Williams, jr.; that he, this deponent, signed his name as a witness thereto in the presence of the said George Goffe; and that he saw the other subscribing witnesses, C. T. Oliver, J. C. Clement, and Daniel Rastt sign the same, in the presence of the said George Goffe, and in the presence of each other.

Given under my hand and seal of office, at office, this fifteenth day of September, in the year of our Lord one thousand eight hundred and thirty-seven.
[L. S.]

Test: JOHN P. THOMAS, *Clerk, C. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

This deed, with the two accompanying certificates, were filed in my office for record on the 15th, and were duly recorded on the 26th day of September, 1837.

Test: JOHN P. THOMAS, *Clerk, C. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

I, John C. Gillespie, clerk of the county court of said county, do hereby certify, that the foregoing 3 pages contain a true, full, and complete transcript of the record of the aforesaid deed, together with the certificates accompanying the same.

Given under my hand and seal of office, at office, in Blountsville, this the 30th day of August, 1834.
[L. S.]

Test: JOHN C. GILLESPIE, *Clerk, C. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

I, Thomas Shearer, judge of the county court of said county, do hereby certify, that John C. Gillespie, whose name is subscribed to the foregoing certificate, is now, and was at the time of making the same, clerk of the county court of said county; that all his acts as such are entitled to full faith and credit; that his said certificate is in due form of law, and that his signature thereto is genuine.

Given under my hand at Blountsville, this 30th day of August, 1843.

THOMAS SHEARER,
Judge of the county court of Blount county.

Deed from T. Williams, jr., to J. M. Goffe, trustee.

The following is a copy of the deed to Joseph M. Goffe, trustee, from Thomas Williams, jr., referred to in said written agreement:

This indenture, made this twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-seven, between Thomas Williams, jr., of the first part, Joseph M. Goffe, trustee, of the second part, and George Goffe, of the third part: Whereas the said Thomas Williams, jr., is justly indebted to the said Geo. Goffe in the sum of sixty-four thousand dollars, of which five thousand dollars are to be paid the first day of March, 1838; five thousand the first of October following; ten thousand the first day of October, 1840; ten thousand dollars the first day of October, 1842; ten thousand dollars the first day of October, 1844; ten thousand dollars the first day of October, 1846, and the balance of the above sum, which is fourteen thousand dollars, is to be paid the first day of October, 1848; all of which sums respectively are expressed in notes given this day, and bearing interest at the rate of six per cent. per annum from the date thereof; and the said Thomas Williams, junior, being anxious and desirous to secure the payment of the said several sums of money when they respectively become due; now this indenture witnesseth, that the said Thomas Williams, jr., for and in consideration of the premises, and for the further consideration of one dollar in hand paid by the said Joseph M. Goffe, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath this day given, granted, bargained, sold, aliened, enfeoffed, and conveyed, and by these presents doth give, grant, bargain, sell, alien, enfeoff, and convey, unto the said Joseph M. Goffe, his heirs and assigns for ever, all that tract or parcel of land lying and being in the county of Blount, State of Alabama, being the southwest quarter of section six, in township thirteen, of range two west, containing one hundred and sixty acres and forty-four hundredths of an acre, being the same commonly called the Blount springs tract; also that other tract or parcel of land adjoining the above described, being the southeast quarter of section six, in township thirteen, of range two west of the basis meridian, containing one hundred and sixty acres, and forty-four hundredths of an acre; also the north-

east quarter of section seven, and the east half of the northwest quarter of the same section seven, in the above named township thirteen, of range two west; together with the east half of the northwest quarter of section twelve, township thirteen, of range three west, the whole of which contains six hundred and forty acres, over and above the fractions above set down, together with all and singular the appurtenances thereunto belonging; to have and to hold the herein granted, or hereby intended to be granted, premises, to him, the said Joseph M. Goffe, and his heirs for ever; and the said Thomas Williams, jr., for himself, his heirs, executors, and administrators, doth covenant and agree that he will forever the right and title to the above described lands covenant and forever defend, to the said Joseph M. Goffe, his heirs and assigns, free from the claim of all persons whomsoever, upon condition, nevertheless, that the said Joseph M. Goffe shall permit the said Thomas Williams, jr., to remain in peaceable possession of the above lands and premises until default be made in the payment of the above mentioned sums of money, or any part thereof; and then upon the further condition that if the said Thomas Williams, jr., should fail to make payment of any or either said instalments when the same become due and payable, it shall be the duty of the said Joseph M. Goffe, as soon thereafter as he may think proper, or the said George Goffe, or his heirs or assigns, may require, proceed to sell to the highest bidder, for ready money, the above described tracts of land, or so much thereof as may be necessary, after having given four months' notice of the time and place of sale in some newspaper printed in the State of Alabama; and out of the proceeds of said sale, after paying the expenses thereof, pay over to the said George Goffe, or his heirs, the amount that may be due at the time of sale, provided the lands shall have been sold for as much; and the balance, if any, pay over to the said Thomas Williams, jr., or his assigns. The sale of the above described tracts of land is to take place at the Blount springs, unless otherwise directed by the agreement of all the parties to this deed; but if the said Thomas Williams, jr., should well and truly pay over to the said George Goffe, or his assigns, the amount of said instalments when the same shall become due and payable, so that no default be made therein, then this obligation to be void, else remain in full force and effect. The above described notes are given by the said Thomas Williams, jr., to the said Geo. Goffe for the purchase of the above described property, and this instrument is made to secure the payment of said notes.

THO. WILLIAMS, Jr. [L. S.]
JOSEPH M. GOFFE. [L. S.]
GEO. GOFFE. [L. S.]

Signed, sealed, and delivered, before us—
C. T. OLIVER.
J. C. CLEMENT.
DAN'L RAOTT.
JACKSON K. HUDSON.

THE STATE OF ALABAMA,
Blount county, ss:

Personally appeared before me, John P. Thomas, clerk of the county court of said county, Jackson K. Hudson, one of the subscribing witnesses to the foregoing deed of trust, who, being first duly sworn, deposeth and saith: That he saw the above or within named Thomas Williams, jr., sign, seal, and deliver the same on the day and year of its date to the aforesaid Joseph M. Goffe; that he, this deponent, at the same time, saw the said Joseph M. Goffe and George Goffe sign and seal the same; that he, this deponent, signed his name as a witness thereto, in the presence of the said Thomas Williams, jr., Joseph M. Goffe, and George Goffe; and that he saw the other subscribing witnesses thereto, C. T. Oliver, J. C. Clement, and Daniel Rasth sign the same in the presence of the said Thos. Williams, jr., Joseph M. Goffe, and George Goffe, and in the presence of each other.

Given under my hand and seal of office, at office, this eighteenth day of September, in the year of our Lord one thousand eight hundred and thirty-seven.

Test: JOHN P. THOMAS,
Clerk, C. C.

STATE OF ALABAMA,
Blount county, ss:

This deed of trust, and the certificate of its execution, were filed in my office for record on the 18th, and were duly recorded on the 21st, day of September, 1837.

Test: J. P. THOMAS,
Clerk, C. C.

THE STATE OF ALABAMA,
Blount county, ss:

I, John C. Gillespie, clerk of the county court of said county, do hereby certify, that the foregoing three pages contains a true, full, and complete transcript of the record of the aforesaid deed, together with the certificates accompanying the same.

Given under my hand and seal of office, at [my] office in Blountsville, this 30th day of August, 1843.

[L. S.] JOHN C. GILLESPIE,
Clerk, C. C.

THE STATE OF ALABAMA,
Blount county, ss:

I, Thomas Shearer, judge of the county court of said county, do hereby certify, that John C. Gillespie, whose name is subscribed to the foregoing certificate, is now, and was at the time of making the same, clerk of the county court of said county; that all his acts as such are entitled to full faith and credit; that his said certificate is in due form of law; and that his certificate thereto is genuine.

Given under my hand, at Blountsville, this 30th day of August, 1843.

THOMAS SHEARER,
Judge of the county court of Blount county."

(The copy of the deed from George Goffe to Joseph M. Goffe, trustee, mentioned in the foregoing agreement in writing, is the same as the exhibit to the answer of Jones C. Lucy and others, heretofore inserted on page 24 in this transcript.)

(The following is a statement of indebtedness of G. and J. M. Goffe in the county court of Tuscaloosa county, Alabama:)

Statement of the indebtedness of G. & J. M. Goffe in the county court of Tuscaloosa county.

"J. Lucy & Co.
vs.
G. & J. M. Goffe. } 921.

Judgments in the county court, Tusca. co., Ala.
Damages - - - - - $429 20
Judgment, 5th February, 1839.
Court costs - - - - - 13 56¼

Endorsed on execution docket is the following receipt, to wit: "Received the damages and attorney's tax-fee in this case, February 27th, 1839.

J. LUCY & Co.
Per D. WOODRUFF."

"Rec'd clerk's, judge's, and sheriff's fees in this case.
MOSES McGUIRE, *Clerk.*

Aug. 22d, 1839. Rec'd $1 50, my fees in this case.
JAMES G. BLOUNT, *Sh'ff.*"

"This action is founded on defendant's note for $396 40, dated Feb'y 16th, 1837, due at 12 months.

PECK & CLARK,
Att'ys for pl'ffs."

Wolf & Clark
vs.
G. & J. M. Goffe. } 937.

Judgment, 9th February, 1837.
Damages - - - - - $2,131 30
Court costs - - - - - 13 87½

Fi. fa. issued 18th July, 1839, and went into the hands of James G. Blount, then sheriff of Tuscaloosa county, on the 18th day of July, 1839, and was by him returned, with the following endorsements, to wit, "Rec'd the same day issued, and levied, May 23, 1839, on a stock of dry goods, groceries, hardware, &c., as set forth in schedule A, filed

with this writ; which lot of goods was duly advertised and sold from the 10th to the 15th of June, 1839, and the amount applied to the settlement of this and five other executions, according to their lien and the amount of said executions compared to the amount of sale as set forth in schedule (A.)

JAMES G. BLOUNT, *Sh'ff.*

Atto's Crabb & Cochran's receipt on execution for amount of damages, interest, and their tax-fee. Rec'd of Sh'ff Blount six $\frac{3}{100}$ dollars, clerk and judge's fees.

M. McGUIRE, *Clerk.*

Judge's receipt on execution for his fee.

This suit is founded upon an instrument of the tenor following, viz: $1,973 $\frac{5}{100}$. New York, 8th February, 1837. Twelve months after date, we, the subscribers of Tuscaloosa, State of Alabama, promise to pay to the order of Wolf & Clark (at the State Bank of Alabama, at Tuscaloosa) nineteen hundred and seventy-three $\frac{5}{100}$ dollars, for value received, without defalcation or discount.

G. & J. M. GOFFE.

Attest—CRABB & COCHRAN, and INGE, *Att'ys for plaintiffs.*"

ARTHUR & BROWN
vs.
G. & J. M. GOFFE. } 1048.

Judgment, 5th February, 1839.

Damages - - - - -	$975 25
Court costs - - - - -	12 06¼

Fi. fa. issued 13th of May, 1839, and went into the hands of James G. Blount, then sheriff of Tuscaloosa county, on the same day it issued, and was returned by him with the following endorsement, to wit: "Received the same day issued, and levied, May 23, 1839, on a lot of dry goods, groceries, hardware, &c., as set forth in schedule A, filed with this writ; which lot of goods was duly advertised and sold from the 10th to the 15th of June, 1839, and the amount of sale applied to the settlement of this and five other fi. fas. according to their lien and the amount of said executions compared to the amount of sale as set forth in said schedule A.

JAMES G. BLOUNT, *Sh'ff.*

Attorney Phelan's receipt on execution for three hundred dollars and his tax-fee.

Fi. fa. issued 24th May, 1839, and went into the hands of M. Kelley, then sheriff of Jefferson county, on the 25th May, 1839, and was by him returned with the following endorsement, to wit: "Received, 25th May, 1839, M. Kelley, sheriff, Jefferson county. By virtue of the within fi. fa. I have levied, this 30th day of May, 1839, on the entire stock of goods of G. and J. M. Goffe that they have in the towns of Elyton and Jonesborough, consisting in part of the following described

articles, saddlery, hardware, crockery, guns, boots and shoes, fur hats, domestics, calicoes, fancy goods, cloth, cassimeres, sattinets, with various other articles in the mercantile line, to be sold in the town of Jonesborough on the 11th , 1839; sale to continue from day to day until the whole stock is sold; to be at Elyton on the 14th of June, 1839, to continue from day to day as above.

M. KELLEY, *Sh'ff J. county.*

Rec'd of the within execution from the defendants, in cash, one hundred and ninety-four dollars 42¾ cts., June 11th, 1839.

M. KELLEY, *Sh'ff.*

The above stock of goods was sold on the above named days to Thos. M. Adkins and others, and the balance due on this case of eight hundred and fifty-four dollars and twenty-seven cents settled in full, and the balance of the proceeds arising from said sale applied to other fi. fas. in my hands vs. the deft's, received after this had come to hand, June the 18th, 1839.

M. KELLEY,
Sheriff Jefferson county.

HALSEY, UTTER & Co. vs. G. & J. M. GOFFE. } 1051.

Judgment 8th February, 1839.

Damages - - - - -	$1,165 56
Court costs - - - -	12 06¼

Fi. fa. issued 13th July, 1839, and went into the hands of James G. Blount, then sheriff of Tuscaloosa county, on the same day it was issued, and was returned by him with the following endorsement, to wit: "Rec'd the same day issued, and levied, May 23, 1839, on a stock of dry goods, groceries, hardware, &c., as set forth in schedule A, filed with this writ; which lot of goods was duly advertised and sold from the 10th to the 15th June, 1839, and the amount of sale applied to the settlement of this and five other fi. fas., according to their lien and the amount of said executions, compared to the amount of sale as set forth in schedule A; also one pipe C. brandy, 116½ galls., a 64c., $74 56; 1 pipe H. gin, 110 galls., a 50c., $55, paid over.

JAMES G. BLOUNT, *Sh'ff.*

Atto's Peck & Clark's receipt on execution for $565 72, in part.

Fi. fa. issued 13th May, 1839, and went into the hands of M. Kelley, then sheriff of Jefferson county, on the 28th day of May, 1839, and was returned by him with the following endorsement, to wit: "Rec'd 28th May, 1839, M. Kelley, sheriff of Jefferson county. By virtue of the within fi. fa. I have levied, this 30th day of May, 1839, on the entire stock of goods belonging to G. & J. M. Goffe, that they have in the towns of Elyton and Jonesborough, consisting in part of the following articles, viz., saddlery, hardware, crockery, calicoes, domestics,

fancy goods, cloths, cassimeres, sattinets, bonnets, 1 bbl. wine and other spirits, ready-made clothing, fur hats, boots and shoes, with various other articles in the mercantile line, to be sold in Jonesboro' on the 11th of June, 1839; sale to continue from day to day until the whole stock is sold; in Elyton on the 14th, sale to continue as above, until the whole stock is sold.

M. KELLY,
Sheriff of J. county.

The above named stock of goods was sold on the days above named to Thomas M. Adkins, and after deducting from the amount of said sale a case in favor of Arthur and Bower vs. the defendant, received before this fi. fa. by me, and the sheriff's commissions, and other necessary expenses, and proportioning the remainder between this execution and three others in my hands, received on the same day that this was, this fi. fa. is hereby credited with the sum of seven hundred dollars, June 18th, 1839.

M. KELLY,
Sheriff of J. county.

This action is brought against the defendants as drawers of a bill of ex., dated March 17, 1838, bv which they requested Whitlow & Lucy, of Mobile, thirty-five days after date, to pay to the order of the plaintiffs one thousand dollars; said bill was presented for acceptance and protested, &c.

PECK & CLARK, *Attorneys.*

Judgment 8th February, 1839.

Damages - - - - -	$2,301 82
Court costs - - - -	12 06¼

BOOREAM & Co.
vs. } 1052
G. & J. M. GOFFE.

Fi. fa., 13th July, 1839, and went into the hands of James G. Blount the same day it issued, and was by him returned with the following endorsement, to wit: Received the same day issued, and levied, May 23d, 1839, on a stock of dry goods, groceries, hardware, &c., as set forth in schedule A, filed with this writ; which lot of goods was duly advertised and sold, from the 10th to the 15th of June, 1839, and the amount of sale applied to the settlement of this and five other executions, according to their lien and the amount of said executions, compared to the amount of sale as set forth in said schedule, (A.)

JAMES G. BLOUNT, *Sheriff.*

Fi. fa. issued 27th May, 1839, and went into the hands of M. Kelley, then sheriff of Jefferson county, on the 29th May, 1839, and was returned by him with the following endorsement, to wit: By virtue

of the within fi. fa. I have levied, this 28th day of May, 1839, on the entire stock of goods belonging to G. and J. M. Goffe, that they have in the towns of Elyton and Jonesborough, consisting, in part, of saddlery, hardware, guns, tin ware, cloths, cassimeres, sattinets, calicoes, domestics, ready-made clothing, fur hats, crockery ware, fancy goods, boots and shoes, spirits, with various other articles in the mercantile line; to be sold in Jonesborough on the 11th day of June, 1839, sale to continue from day to day until the whole stock is disposed of; and on the 14th of June at Elyton, sale to continue as above until the whole is sold.

M. KELLEY,
Sheriff of J. county.

The above stock of goods was sold on the days above named to Thomas M. Adkins and others, and after paying of a balance of a case in my hands in favor of Arthur and Bower vs. the defendants, and deducting from the remainder the sheriff's commissions and other expenses, and proportioning the balance of said amount between this fi. fa. and three others in my hands vs. the defendants, this fi. fa. is hereby credited with the sum of fourteen hundred dollars, 18th June, 1839.

M. KELLEY, *Sheriff.*

Levied 30th May, 1839, on two houses and one lot, lying in the town of Elyton, being the same houses lately occupied by the defendants as a storehouse and warehouse, 61 feet 6 inches deep, and 39 feet 4½ inches wide, to be sold on the first Monday of July, 1839.

M. KELLY, *Sheriff.*

The above houses and lot was sold to George Worthington for *for* the sum of three hundred and six dollars, and after deducting my fees for levying and selling, this fi. fa. is hereby credited with the sum of two hundred and ninety-eight dollars and 35 cents, July 1st, 1839.

M. KELLEY,
Sheriff of Jefferson county.

This action is founded on a note by the G. & J. M. Goffe, who are the defendants, to the order of Booream & Co., the plaintiffs, for $387 44 cts., dated September 16th, 1837, due at 8 months.

PECK & CLARK,
Attorneys for Plaintiffs.

Judgment 8th of February, 1839.

Damages - - - - -	$411 72
Court costs - - - - -	12 06¼

BOOREAM & Co. vs. G. & J. M. GOFFE. } 1053

There has been no execution in the above case, as appears on my

docket. The action is founded as follows, to wit: This action is founded on defendant's note, in substance as follows:

$2,129 47. NEW YORK, *February 4th*, 1837.

Twelve months after date we promise to pay to the order of Boorream & Co., at the Bank of the State of Alabama, at Tuscaloosa, twenty-one hundred and twenty-nine $\frac{47}{100}$ dollars, value received.

G. & J. M. GOFFE,
PECK & CLARK, *Attorneys.*

Judgment 9th February, 1839.

Damages - - - - - -	$563 91
Court costs - - - . - -	13 75

J. & W. TOWNSEND, vs. G. & J. M. GOFFE. } 1079.

Fi. fa. issued 16th February, 1839, and went into the hands of James G. Blount, then sheriff of Tuscaloosa county, on the same day it issued, and was by him returned with the following endorsement, to wit: "Received 16th May, 1839, and levied, 23d May, 1839, on a stock of dry goods, groceries, &c., as set forth in schedule (A,) filed with this writ; which lot of goods was duly advertised and sold, from the 10th to the 15th of June, 1839, and the amount of sale applied to the settlement of this and five other executions, according to their lien and the amount of said executions, compared to the amount of sale as set forth in said schedule (A.)

JAMES G. BLOUNT, *Sheriff.*

Fi. fa. issued 27th May, 1839, and went into the hands of M. Kelly, then sheriff of Jefferson county, on the 29th May, 1839, and was by him returned with the following endorsement, to wit, received 29th May, 1839.

M. KELLY,
Sheriff of Jefferson county.

By virtue of the within fi. fa. I have levied this 30th day of May, 1839, on the entire stock of goods of G. &. J. M. Goffe, that they have in the towns of Elyton and Jonesborough, consisting in part of the following described articles, viz: cloths, cassimeres, sattinets, hardware, crockery, guns, shoes and coats, calicoes, domestics, saddlery, fancy goods, fur hats, with various other articles in the mercantile line; to be sold at Jonesborough on the 11th of June, 1839; sale to continue from day to day until the whole is sold; to be sold at Elyton on the 14th of June, 1839, and continue as above until the whole is sold.

M. KELLY,
Sheriff of J. county.

The above stock of goods was sold on the above named days to Thomas M. Adkins and others, and after deducting from the amount of said sale a case in my hands vs. the defendants in favor of Arthur & Bower, calling for a balance of eight hundred and fifty-four dollars

and twenty-seven cents, which fi. fa. was received by me before this and the sheriff's commissions, and other expenses, and proportioning the remainder between this and three other fi. fas. in my hands on the defendants, received on this same of this; this fi. fa. is hereby credited with the sum of three hundred dollars, 18th June, 1839.

M. KELLEY,
Sheriff of Jefferson county.

This action is founded on defendants in substance as follows:

$520 29. NEW YORK, 10*th February*, 1837.

Twelve months after date we promise to pay to the order of J. & W. Townsend, at the Bank of the State of Alabama, at Tuscaloosa, five hundred and twenty-nine ($\frac{52}{100}$) dollars, value received.

G. & J. M. GOFFE,
PECK & CLARK, *Attorneys.*

Judgment 31st July, 1839.

Damages - - - - - -	$460 81
Court costs - - - - -	8 00

WILLIS & BROTHERS vs. G. & J. M. GOFFE. } 1310

Fi. fa. issued 10th August, 1839, and went into the hands of M. Kelly, then sheriff of Jefferson county, on the 12th of August, 1839, and was by him returned with the following endorsement, to wit:

Rec'd 12th August, 1839. M. KELLY, *Sheriff.*

No property either real or personal found in my county, 6th January, 1840. M. KELLY, *Sheriff.*

Fi. fa. issued 27th March, 1840, and went into the hands of M. Kelly, sheriff as aforesaid, and was returned with the following endorsement, to wit:

Rec'd 30th March, 1840; by virtue of the within fi. fa., I have levied this 30th March, 1840, on the following described lands, viz: W. $\frac{1}{2}$ S. E. $\frac{1}{4}$ S. 35, T. 14, R. 4 west; the S. W. $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ S. 36, T. 14, R 4 west; and the S. E. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ S. 35, T. 14, R 4 west, to be sold 1st Monday in May, 1840. The above land was sold to Geo. Brown for ten dollars, being the only bid for the same, 4th May, 1840. M. KELLY, *Sheriff.*

Rec'd of Geo. Goffe two hundred and fifty dollars on the within fi. fa., April 24, 1840. M. KELLY, *Sheriff.*

The defendant hath no more goods, chattels, lands or tenements, in my county, whereof I can make the balance due on this fi. fa., or any part thereof, July 15, 1840.

M. KELLY, *Sheriff J. C.*

Fi. fa. 15th April, 1841, and went into the hands of the sheriff aforesaid, and was returned with the following endorsement, to wit:
Rec'd 23d April, 1841. M. KELLY, *Sheriff.*

Served 23d April, 1841, on three wagon loads groceries, consisting of coffee, sugar, spirits, salt, soap, beef, fish, nails, flour, candles, with various other articles. M. KELLY, *Sheriff.*

Bond given to try the right. M. KELLY, *Sheriff.*

Served this 1st May, 1841, on the W. ½ of the S. W. ¼, and the E. ½ of the same ¼, S. 25, T. 14, R. 3 W., to be sold on the first Monday of June, 1841. M. KELLY, *Sheriff.*

Sale postponed until the first Monday of August, 1841.
M. KELLY, *Sheriff.*

And then sold to Wm. F. Mudd, agent for Lincoln Clark, for three hundred dollars, being the best bid for the same, which settles this case in full, 2d August, 1841. M. KELLY, *Sheriff.*

This cause of action is founded on a promissory note in substance as follows:

$433 00. NEW YORK, *Sept. 12th*, 1837.

Twelve months after date we promise to pay to the order of Willis & Brothers, at branch of State Bank, Mobile, four hundred and thirty-three dollars, value received.

(Signed) G. & J. M. GOFFE,
By ELAM COVINGTON, *Atto.*

Jugdment 20th July, 1840.

Damages - - - - -	$679 62
Court costs - - - - -	- 8 12½

AARON ROSS
vs. } 1671
G. & J. M. GOFFE.

Fi. fa. issued 13th August, 1840, and went into the hands of Wm. Braly, then sheriff of Tuscaloosa, on the 25th August, 1840, and was by him returned with the following endorsement, to wit:
Rec'd 25th August, 1840; levied on lot of furniture, and sold for $455 $\frac{18}{100}$ dollars, and of the amount $331 $\frac{40}{100}$ dollars applied to older executions; balance applied to this case. No other property found.
WM. BRALY, *Sheriff.*

This action is founded on the following described bill:

$563 $\frac{10}{100}$. PHILA., *November* 17, 1838.

Six months after date please pay to the order of Aaron Ross, at the State Bank of Alabama, at Tuscaloosa, Alabama, in par money of the

city of Philadelphia, Pennsylvania, five hundred and sixty-three dollars $\frac{10}{100}$, value received, and charge the same to account of

G. & J. M. GOFFE,
By ELAM COVINGTON, *Att'y.*

To Messrs. G. & J. M. Goffe, Tuscaloosa, Alabama.

Judgment 1st February, 1841.

Damages - - - - -	$689 81
Court costs - - - - -	9 43

Aaron Ross
vs. } 1800
G. & J. M. Goffe.

Fi. fa. issued 23d February, 1841, and went into the hands of Wm. Braly, then sheriff of Tuscaloosa county, on the 5th March, 1841, and was by him returned with the following endorsement, to wit:

Rec'd 5th March, 1841. No property found in my county of these defts. to make the money on this fi. fa., or any part thereof. May 25th, 1841.

W. BRALY, *Sheriff.*

This action is founded on a draft drawn by deft's on themselves and accepted in favor of plffs. for $563 $\frac{10}{100}$ dollars, dated Nov. 17, 1838, due at 6 months at State Bank of Alabama, Tuscaloosa, payable in par money of the city of Philad., which remains unpaid.

PHILAN, *Plff. atio.*

Judgment 1st February, 1841.

Damages - - - - -	$1353 89
Court costs - - - - -	9 43

Wood & Abbott
vs. } 1784
G. & J. M. Goffe.

Fi. fa. issued 23d February, 1841, and went into the hands of Wm. Braly, then sheriff as aforesaid, and was by him returned with the following endorsement, to wit:

Rec'd 5th March, 1841. No property found in my county to make the money on this case. May 25th, 1841.

WM. BRALY, *Sheriff.*

Fi. fa. issued 6th April, 1842, and went into the hands of A. Jones, then sheriff of county, on the 15th May, 1842, and was by him returned with the following endorsement, to wit:

Rec'd 15th May, 1842. The within defendants have no goods nor chattels, lands or tenements, whereof I can find in my county to make the amount of this execution or any part thereof. July 7, 1842.

A. JONES, *Sheriff.*

This action is founded on two promissory notes, one for $600 $\frac{94}{100}$,

dated 16 Oct'r, 1838, at 8 mos., at Bank of Alabama; the other for $600 $\frac{95}{100}$, same date as the last, and due at 9 mos., and same bank.

PHELAN, *Plf. atto.*

Judgment 1st February, 1841.

Damages - - - - -	$691 71
Court costs - - - - -	9 43

R. PATTERSON & Co.
vs.
G. & J. M. GOFFE. } 1801.

Fi. fa. issued 23d February, 1841, and went into the hands of William Braly, then sheriff of Tuscaloosa county, and was by him returned with the following endorsement, to wit: Received, 5th May, 1841. No property of these defendants found in my county to make the money on this fi. fa., &c. May 25, 1841.

W. BRALY, *Sheriff.*

This action is founded on a bill drawn by defendants on themselves, and accepted in favor [of] Henry Harvey, agent, for $581 28, dated March 19, 1839, at 9 mos., at Bank of Alabama, which remains unpaid; said bill was endorsed to plaintiffs.

PHELAN, *Atto.*

Judgment 29th July, 1839.

Damages - - - - -	$659 24
Court costs - - - - -	12 43

JOSEPH W. ASLOP, junior,
vs.
G. & J. M. GOFFE. } 1303.

Fi. fa. issued 15th August, 1839, and went into the hands of William Braly, sheriff, as aforesaid, and was by him returned with the following endorsement, to wit: Received, 24th August, 1839, and levied the 31st of December, on 8 bales of cotton, weighing in all 3,282 lbs., as the property of G. and J. M. Goffe. Sale of cotton postponed till Saturday, 25th inst., at which time it was sold for three cents per pound; $98 46.

W. BRALY, *Sheriff.*

This action is founded upon an instrument in writing, of which the following is a copy, to wit: $590 80. New York, Feb'y 17, 1837. Twelve months after date, we promise to pay to the order of Bailey, Keeler and Remsen, five hundred and ninety dollars, $\frac{80}{100}$, value received; payable at the Bank of the State of Alabama, at Tuscaloosa, Ala.

G. & J. M. GOFFE.

Copy endorsement:

BAILEY, KEELER and REMSEN.

Attest: PORTER, *Plaintiff's att'y.*

THE STATE OF ALABAMA,
Tuscaloosa county.

I, Robert P. Blount, clerk of the county court of said county, do hereby certify the foregoing to be a true statement of the above cases, taken from the records and files in my office.

[SEAL] In testimony whereof, I have hereunto set my hand and affixed the seal of office, at office, in the city of Tuscaloosa, this *the* 18th day of February, A. D. 1847.

ROBERT P. BLOUNT, *Clerk.*"

(Endorsed.) "In the district court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE AND OTHERS.

The within is to be read on the trial of this cause, instead of authenticated transcripts. 15th May, 1849.

ROBINSON, *counsel for Defendants.*

Filed 15th May, 1849.
Test: B. T. MOORE, *Clerk, D. C.*"

Statement of the indebtedness of G. & J. M. Goffe, in circuit court of Tuscaloosa county, State of Alabama.

(Statement of the indebtedness of G. & J. M. Goffe, in the circuit court of Tuscaloosa county, State of Alabama.)

JONAS CONKLIN
vs. } 516.
G. & J. M. GOFFE.

Judgments in the circuit court, Tuscaloosa county, Alabama.

Damages - - - - - -	$1,094 82
Judgment 18th March, 1839.	
Court costs - - - - -	13 56¼

Fi. fa. issued 9th April, 1839, and went into the hands of James G. Blount, then sheriff of Tuscaloosa county, on the 15th day of April, 1839, and was by him returned with the following endorsement, to wit: Received, April 15, 1839, and levied May 23d, 1839, on a lot of dry goods, groceries, hardware, &c., specified in schedule B, appended to this writ, which schedule contains my endorsement of levy, the manner of advertisement and sale, as well as the application of the proceeds of this execution, and five others, vs. the Goffes, from the county court of this county; this case being satisfied in full.

JAMES G. BLOUNT, *Sheriff.*

Fi. fa. issued 28th May, 1839, and went into the hands of M. Kelley, then sheriff of Jefferson county, on the 29th May, 1839, and was

by him returned with the following endorsement, to wit: Received, 29th May, 1839. M. Kelley, sheriff of Jefferson county. By virtue of the within fi. fa. I have levied, this 30th day of May, 1839, on the entire stock of goods that G. and J. M. Goffe have in the towns of Elyton and Jonesborough, consisting, in part, of the following described articles, viz., fur hats, boots and shoes, hardware, crockery, ready-made clothing, fancy goods, domestics, calicoes, cloths, cassimeres, sattinets, &c., with various other articles in the mercantile line; to be sold in the town of Jonesborough, on the 11th of June, 1839; sale to continue from day to day until the whole stock is sold. Sale at Elyton, on the 14th June, 1839, to continue as above, until the whole stock is sold.

M. KELLEY,
Sheriff Jefferson county.

The above named stock of goods was sold on the days above named, to Thomas M. Adkins and others; and after deducting from the amount of said sale a case in favor of Arthur and *Bovis* vs. the defendants, received before this fi. fa. by me, and the sheriff's commissions and other expenses, and proportioning the remainder between this execution and three others in my hands, received on the same day that this was, this fi. fa. is hereby credited with the sum of six hundred and eleven dollars and 78 cents. June 18th, 1839.

M. KELLY,
Sheriff of Jefferson county.

This action is founded on defendants' promissory note, for the sum of one thousand and thirty-five $\frac{0}{100}$ dollars, dated New York, September 26th, 1837, at nine months, payable to plaintiff or order.

PECK & CLARK, *Attorneys.*

CLARK & MEADE
vs. } 824.
G. & J. M. GOFFE.

Judgment 16th September, 1839.

Damages - - - - -	$563 91
Court costs - - - - -	6 56¼

Fi. fa. issued 23d October, 1839, and went into the hands of William Braly, then the sheriff of Tuscaloosa county, on the 24th day of October, 1839, and was by him returned with the following endorsement, to wit: Received, 24th Oct., 1839. No property found in my county to make the money on this execution, or any part thereof. Dec. the 24th, 1839.

WILLIAM BRALY, *Sheriff.*
By SAMUEL HOLLOWAY, *D. S.*

This writ is founded on an instrument of the tenor following, viz., Tuscaloosa, Alabama, July 2d, 1838. Five months after date, we promise to pay to the order of Clark and Meade, $536 39½ dollars, for

value received, negotiable and payable at the State Bank at Tuscaloosa, Alabama.

G. & J. M. GOFFE.

Which is due and unpaid. Wherefore, suit, &c.

Attest:

CRABB & COCHRAN,
Plaintiffs' attorneys.

Judgment, 16th March, 1840.

Damages - - - - -	$303 93
Court costs - - - - -	9 62½

JOB CHANDLER
vs.
G. & J. M. GOFFE. } 1134.

Fi. fa. issued 16th April, 1840, and went into the hands of William Braly, then the sheriff of Tuscaloosa county, on the 17th day of April, 1840, and was by him returned with the following endorsement, to wit: Received 17th April, 1840. Received $5 $\frac{50}{100}$ on this fi. fa. Received $1 $\frac{50}{100}$ towards Braley's fees. Served September 7, 1840, on a lot of household furniture, among which is one sofa, one couch, one fine centre table, one fine dressing bureau, one misses' bureau, one fine work stand with marble top, sundry show cases, a lot of chairs, a lot of pot ware, two fine bedsteads, two fine mantle glasses, &c., as the property of G. & J. M. Goffe.

W. BRALY, *Sheriff.*

The property mentioned in levy was sold on 21st September, 1840, for $455 18. This execution satisfied in full, and the balance proceeds of sale applied to an execution in favor of Aaron Ross, against same defendants.

W. BRALY, *Sheriff.*

September 21, 1840.

This action is founded on a promissory note, in substance as follows, to wit:

NEW YORK, *8th Nov.*, 1838.

Seven months after date, we, the subscribers, of Tuscaloosa, State of Alabama, promise to pay to the order of Mr. Job Chandler two hundred and eighty-six $\frac{25}{100}$ dollars, at the State Bank of Alabama, at Tuscaloosa, Alabama; value received.

(Signed) G. & J. M. GOFFE.

LINCOLN CLARK,
Attorney for plaintiffs.

Judgment 2d October, 1840.

Damages - - - - -	$578 32
Court costs - - - - -	15 25

HOWARD MANN, Daniel Swift, and Edward Balt, endorsers of Bull and Files,
vs.
G. & J. M. GOFFE. } 1524.

Fi. fa. issued 21st October, 1840, and went into the hands of William Braly, then the sheriff of Tuscaloosa county, on the 23d October, 1840, and was by him returned with the following endorsement, to wit. Received 23d October, 1840, no property found in my county to make the money on this fi. fa., &c.

W. BRALY, *Sheriff.*

December 9, 1840.

A fi. fa. issued 14th April, 1841, which has not been returned, and is not on file in my office.

This action is founded on defendants' acceptance of Mann, Swift & Co., to the order of Bull and Files, for $521 92, dated 12th October, 1838, at 8 months, unpaid.

PECK & CLARK,
Att'ys for plaintiffs.

Judgment, 21st September, 1840.

Damages - - - - - -	$748 28
Court costs - - - - - -	10 00

JOHN DEVE
vs.
G. & J. M. GOFFE. } 1335.

Sundry fi. fa's have been issued in this case, some of which have been returned with some credits from the sale of property in Walker and Blount counties, and some of which have not been returned. The judgment is supposed to be satisfied.

This action is founded upon a bill of exchange drawn by Elam Covington, upon and accepted by defendants for six hundred and seventy-two dollars [and] ninety-six cents, dated 10th November, 1838, and payable at six months after date.

Attest:

PORTER,
Pl'ffs attorney.

The STATE OF ALABAMA,
Tuscaloosa county.

I, Swan H. Skelton, clerk of the circuit court for said county, do hereby certify the foregoing to be true statements of the above cases, taken from the records and files in my office.

In testimony whereof I have hereunto set my hand, and affixed the seal of office, at [my] office, in the county of Tuscaloosa, this the 13th day of February, A. D. 1847.

[SEAL.]

SWAN H. SKELTON, *Clerk.*

(Endorsed.) "District court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE & OTHERS.

The within is to be read as evidence on the trial of said cause, instead of authenticated transcript, this 15th May, 1849.

ROBINSON,
Counsel for defendants."

Filed 15th May, 1849.
Teste: B. T. MOORE, *Clerk.*"

Statement of the indebtedness of G. & J. M. Goffe, in the U. S. district court, Tuscaloosa.

(Statement of the indebtedness of G. & J. M. Goffe, in the district court of the United States, for the middle district of Alabama, at Tuscaloosa.)

District court of the United States, for the middle district of Alabama.

BAKER, JOHNSON & Co.,
vs.
G. & J. M. GOFFE. } 71.

Writ issued 14th May, 1839, on which is endorsed the cause of action as follows, to wit:

This action is founded on a bill of exchange drawn by the defendants in favor of the plaintiffs, for the sum of eleven hundred and eighty-seven $\frac{43}{100}$ dollars, bearing date at Tuscaloosa, March 14, 1838, payable 1st August, after date, and directed to Messrs. Whitlow & Lucy, merchants, Mobile, Ala., and protested for non-acceptance. Said bill remains wholly unpaid.

JNO. D. PHELAN,
Atto. for plaintiffs.

Judgment, 5th December, 1839.

Damages - - - - -	$1,436 37
Costs taxed - - - -	31 14

Upon which judgment execution issued on the 18th of December, 1839, and was received by the marshal on the 28th of same month, and was by him returned with the following endorsement thereon, to wit: Received 28th December, 1839, no property found.

R. L. CRAWFORD,
U. S. marshal.
By W. D. MARRAST, *D. M.*

April 29, 1840.

Said execution is further endorsed as follows, to wit, this execution is entitled to a credit of three hundred dollars, less thirty-four [dollars] $\frac{65}{100}$ cents, as garnishment money of G. & J. M. Goffe, condemned in my hands at May term, 1840.

JNO. D. PHELAN,
Plaintiffs' attorney.

BAKER, JOHNSON & CO., vs. G. & J. M. GOFFE. } 72.

Writ issued the 14th May, 1839, which is endorsed as follows, to wit:

"This action is founded on a bill of exchange, drawn by the defendants in favor of the plaintiffs, for the sum of eleven hundred and sixty-three $\frac{1}{100}$ dollars, bearing date at Tuscaloosa, March 14th, 1839, payable forty days after date, directed to Messrs. Whitlow & Lucy, merchants, Mobile, Alabama, and protested for non-acceptance. Said bill remains wholly unpaid. JNO. D. PHELAN,
Attorney for plaintiffs.

Said bill bears a credit for $150 $\frac{00}{100}$ *dollars*, as of 28th March, 1839.
JNO. D. PHELAN,
Plaintiffs' attorney.

Judgment 5th December, 1839.

Damages - - - - -	$1,261 24
Costs taxed - - - - -	31 14

Whereupon execution issued on the 18th of December, 1839, and was received by the marshal on the 28th December, 1839, and was returned by him with the following endorsement, to wit: Received 28th December, 1839. No property found. April 29th, 1840.
R. L. CRAWFORD, *U. S. marshal.*
By W. D. MARRAST, *D. M.*

And on the 5th May, 1841, an al. execution issued, and was received by the marshal on the same day, and was returned by him with the following endorsement, to wit: Received 5th May, 1841. Served 17th day of May, 1841, on the within described lands, and not time to sell. 19th May, 1841.
R. L. CRAWFORD, *U. S. marshal.*
By J. A. BEAL, *D. M.*

West $\frac{1}{2}$ of southwest $\frac{1}{4}$, east $\frac{1}{2}$ of northwest $\frac{1}{4}$, section 35, township 14, range 3 west; 160 acres, more or less, from records Elyton.

And on the 7th July, 1841, a plu. execution was issued, and was received by the marshal on the 8th of same month, and by him returned endorsed as follows, to wit: Received 8th July, 1841. West $\frac{1}{2}$ of southwest quarter, section 35, township 14, range 3 west; east $\frac{1}{2}$ of southwest $\frac{1}{4}$, section 35, township 14, range 3 west. The above described lands sold in pursuance of the advertisement hereunto attached at Elyton, on the second Monday in August, 1841, and bid off by James A. Beal for the plaintiffs in this execution, by written order of plaintiffs, at the sum of fifty dollars.
R. L. CRAWFORD, *U. S. marshal.*
By J. A. BEAL, *D. M.*

Marshal's sale.

BAKER, JOHNSON & Co., }
vs.
G. & J. M. GOFFE. }

By virtue of an execution issued from the clerk's office of the district court of the United States, for the middle district of Alabama, against the goods and chattels, lands and tenements, of G. & J. M. Goffe, I have taken the following described tracts or parcels of land, lying and being in the county of Jefferson, Alabama, to wit, two tracts or parcels of land, known at the Huntsville land office as the west half of the southwest quarter, and the east half of the southwest quarter, of section thirty-five, township fourteen, range three west, containing one hundred and sixty acres, more or less, which will be sold in the town of Elyton, Jefferson county, on the second Monday in August next, for cash, to satisfy said execution.

ROBT. L. CRAWFORD, *U. S. marshal.*
By J. A. BEAL, *D. M.*

July 8th, 1841.

WILLIAM RANKIN & Co. }
vs. } 73.
G. & J. M. GOFFE. }

Writ issued 21st May, 1839, which is endorsed as follows, to wit: This suit is founded on instruments of tenor following:

NEW YORK, *October* 7, 1837.

Eight months after date, we promise to pay to the order of William Rankin & Co. five hundred and four $\frac{17}{100}$ dollars, value received, at the Branch of the Bank of *of* the State of Alabama, at Mobile.

G. & J. M. GOFFE,
By ELAM COVINGTON, *Attorney.*

TUSCALOOSA, *April* 19*th*, 1839.

Thirty days after date, for value received, we promise to pay to the order of William Rankin & Co. two hundred and twenty-five dollars, payable at our office in this place.

G. & J. M. GOFFE.
Attest: CRABB & COCHRAN,
Attorney for plaintiffs.

Judgment 5th December, 1839.

Damages - - - - -	$792 55
Costs taxed - - - - -	25 43

Whereupon an execution was issued the 18th December, 1839, and received by the marshal on the 28th of the same month, and was by him returned with the following endorsement: Received 28th December, 1839. No property found. April 29, 1840.

R. L. CRAWFORD, *U. S. marshal.*
By W. D. MARRAST, *D. M.*

STOUT, INGOLDSBY & Co., vs. G. & J. M. GOFFE. } 396.

Writ issued 24th April, 1840, and is endorsed as follows, to wit: Cause of action.

Defendants' draft on Whitlow & Alen, in favor of plaintiffs, for five hundred and sixty-three $\frac{1}{100}$ dollars, payable at the Bank of Mobile, accepted by Whitlow & Allen, dated Mobile, 10th November, 1838, and due twelve months after date.

E. LOCKWOOD, *Plaintiffs' Attorney.*

Judgment 4th December, 1841.

Damages - - - - -	$709 40
Costs taxed - - - - -	34 23

Whereupon an execution was issued on the 23d of December, 1841, and was received by the marshal on the 23d day of December, 1842, and was by him returned, endorsed as follows, to wit: Received 23d December, 1842. No property found. 4th May, 1842.

R. L. CRAWFORD, *U. S. marshal.*
By J. A. BEAL, *D. M.*

WALKER, EMERSON & Co., vs. G. & J. M. GOFFE. } 182.

Writ issued 23d September, 1839, on which is endorsed the following cause of action:

This action is founded on a promissory note in substance as follows, to wit:

TUSCALOOSA, *November* 6, 1838.

Eight months after date, we promise to pay Messrs. Walker, Emerson & Co., or order, thirteen hundred fifty-nine and $\frac{86}{100}$ dollars, with all exchange on New York, when due, over $2\frac{1}{2}$ p. ct., for value received.

$1,359 86.

(Signed) G. & J. M. GOFFE,
By ELAM COVINGTON, *Attorney.*
LINCOLN CLACK,
Attorney for plaintiffs.

Judgment 29th May, 1840.

Damages - - - - -	$1,466 13
Costs taxed - - - - -	27 84

Whereupon execution was issued on the 12th day of June, 1840, and received by the marshal on the 13th day of the same month, and by him returned endorsed as follows, to wit: Received 13th June, 1840. No property found. November 16th, 1840.

R. L. CRAWFORD, *U. S. marshal.*
By W. D. MARRAST, *D. M.*

And on the 8th day of July, 1841, an al. execution was issued, and received by the marshal on the same day, and was returned by him endorsed as follows, to wit: Received 8th July, 1841. Served 8th July, 1841, on the within described lands, as per advertisement hereunto attached, and advertised to be sold in Elyton, the 2d Monday in August, 1841.

R. L. CRAWFORD, *U. S. marshal.*
J. A. BEAL, *D. M.*

Marshal's sale.

WALKER, EMERSON, & Co.,
vs.
G. & J. M. GOFFE.

By virtue of an execution issued from the clerk's office of the district court of the U. S., for the middle district of Alabama, against the goods and chattels, lands and tenements, of G. & J. M. Goffe, I have taken the following described tracts or parcels of land, lying and being in the county of Jefferson, Alabama, to wit, two tracts or parcels of land, known at the Huntsville land office as the west half of the southwest quarter, and the east half of the southwest quarter, of section thirty-five, township fourteen, range three west, containing one hundred and sixty acres, more or less, which will be sold in the town of Elyton, Jefferson county, on the second Monday in August next, for cash, to satisfy said execution.

R. L. CRAWFORD,
U. S. Marshal.
By J. A. BEAL, *D. M.*

July 8, 1841.

The within described lands not sold, from the fact that it had been sold under an older execution, issued from the county court of Tuscaloosa county.

R. L. CRAWFORD,
U. S. Marshal.
By J. A. BEAL, *D. M.*

UNITED STATES OF AMERICA,
Middle district of Alabama.

I, Albert G. Gooch, clerk of the district court of the United States for the said middle district of Alabama, hereby certify, that the foregoing contains true statements from the records of said district court now remaining in said clerk's office.

In testimony whereof, I hereto put my hand and affix the seal of said court, at [the] office, in the city of Tuscaloosa, this fourteenth day of May, in the year of our Lord one thousand eight hundred and forty-seven.

[SEAL.]

A. G. GOOCH,
Clerk D. C., mid. dist. of Ala.

(Endorsed :) "District court United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE and others.

The within is to be read as evidence on the trial of said cause, instead of authenticated transcripts, this 15th May, 1849. ROBINSON,
Counsel for defts.

Filed 15th May, 1849.

Test : B. T. MOORE, *Clerk.*

Transcript of cause in cir. ct. of Blount county, in name of Norris, Stodder & Co., vs. G. Goffe.

(An authenticated transcript of a cause in the circuit court of Blount county, in the State of Alabama, in the name of Norris, Stodder & Co., vs. George Goffe.)

"The State of Alabama, Blount county, circuit court, September term, 1841 : Pleas had and determined before the honorable Daniel Coleman, one of the judges of the circuit courts of said State.

NORRIS, STODDER & Co.,
vs.
GEORGE GOFFE.

Be it remembered that heretofore, on the eighth day of of March, in the year of our Lord eighteen hundred and forty-one, a capias ad respondendum issued, which is in the words and figures following :

To the State of Alabama, to any sheriff of the State of Alabama, greeting :

You are hereby commanded to take the body of George Goffe, wheresoever he may be found in your county, and him safely keep, so that you have his body before the judge of our next circuit court, to be held for the county of Blount, at the court-house in the town of Blountsville, on the third Monday in March, instant, to answer Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, merchants and co-partners, trading under the name, firm, and style of Norris, Stodder & Co., of a plea that he render to them sixty-three hundred and eleven dollars and eighty-five cents, which he owes to and from them unjustly detains, to their damage five thousand dollars. Herein fail not, and have then and there this writ.

Witness John H. Henderson, clerk of said circuit court, at office in Blountsville, this 8th day of March, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued 8th day of March, 1841.

Test : J. H. HENDERSON,
Clerk, C. C.

This action is founded on a promissory note made by George Goffe and Joseph M. Goffe, late merchant-partners in trade, under the name, style, and firm of G. and J. M. Goffe, of which the following is substantially a copy, to wit: $6,311 85, Tuscaloosa, 12th January, 1839. On the first day of March, eighteen hundred and forty, we promise to pay Norris, Stodder & Co., or order, sixty-three hundred and eleven dollars and eighty-five cents, for value received, negotiable and payable at the Branch of the *Bank of the* Bank of the State of Alabama, at Mobile.

G. & J. M. GOFFE.

No bail required. HOPKINS & PARSONS,
Attorneys for plaintiffs.

Executed the 9th day of March, 1841.
A. JONES, *Sheriff of Blount county.*

THE STATE OF ALABAMA,
Blount county.

Circuit court, March term, 1841. Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, merchants and co-partners, trading under the name, firm, and style of Norris, Stodder & Co., the plaintiffs in this suit, by attorney, complain of George Goffe, the defendant in this suit, in custody, &c., of a plea that he render to them the sum of sixty-three hundred and eleven dollars and eighty-five cents, which to them he owes, and from them unjustly detains. For that, whereas the said George Goffe and one Joseph M. Goffe, (the latter not sued in this action, late merchant-partners in trade, under the name, firm, and style of G. & J. M. Goffe, heretofore, to wit, at Tuscaloosa, to wit, in the county aforesaid, on the twelfth day of January, in the year of our Lord 1839, made and delivered to the said plaintiffs their certain promissory note in writing, bearing date the day and year last aforesaid, and thereby then and there, by the name and style of G. & J. M. Goffe, promised to pay unto the said plaintiffs, or order, by the name of Norris, Stodder & Co., on the first day of March, eighteen hundred and forty, the sum of sixty-three hundred and eleven dollars and eighty-five cents, for value received, negotiable and payable at the Branch of the Bank of the State of Alabama, at Mobile, by means whereof the said George Goffe then and there became liable to pay unto the said firm of Norris, Stodder & Co., the said sum of money in the said promissory note specified, according to the tenor and effect of said note. And the said plaintiffs in fact say, that at the time said promissory note became due and payable, to wit, on the day of March, in the year 1840, they presented the said promissory note to and demanded the payment of the same at the said branch bank, which payment was refused by said branch bank. Yet the said George Goffe, and G. & J. M. Goffe, though often requested, have not as yet paid said plaintiffs said sum of money above demanded, either at said branch bank or otherwise howsoever, or any part thereof, but so to do hath hitherto

wholly failed and refused, and doth still refuse, to the damage of said plaintiffs of five thousand dollars; and therefore they sue, &c.

CLACK, *Plaintiffs' Attorney.*

NORRIS, STODDER & Co., vs. GEORGE GOFFE. } In debt.

Came the plaintiffs, by their attorney, and the defendant failing to plead according to law and the rules of this court, it is therefore considered by the court that the plaintiffs, Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, recover against the said George Goffe the sum of three thousand two hundred and five dollars, the debt in the declaration mentioned, together with the further sum of seven hundred and eighty-three dollars and seventy-three cents interest, computed by way of damages for the detention of said debt, and also their costs herein expended.

The State of Alabama, to any sheriff of the State of Alabama, greeting:

We command you that of the goods and chattels, lands and tenements, of George Goffe, late of your county, you cause to be made the sum of three thousand two hundred and five dollars debt, and the sum of seven hundred and eighty-three dollars and seventy-three cents damages, together with the further sum of seven dollars eighteen and three-fourths cents costs, which Norris, Stodder & Co., which is composed of Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, late at the term of the circuit court of Blount county, begun and held on the third Monday in September, in the year eighteen hundred and forty-one, recovered against said George Goffe, as appears to us of record. And have said moneys before the judge of the circuit court of Blount county, on the third Monday in March next, ready to render to the said Norris, Stodder & Co., for their debt, damages, and costs, and have you then and there this writ.

Witness John H. Henderson, clerk of said circuit court of Blount county, at office, in Blountsville, this 24th day of September, in the the year of our Lord one thousand eight hundred and forty-one, and of American independence the sixty-sixth year.

Test: J. H. HENDERSON, *Clerk, C. C.*

Issued 24th day of September, 1841.

NORRIS, STODDER & Co., vs. GEORGE GOFFE.

Copy of the bill of cost.

Clerk's fees for issuing the writ, 50; for a copy thereof, 18¾; for en-

tering the sheriff's return, 12½; for docketing cause and entering appearance, 25; for filing declaration, 6¼, for entering up judgment, 18¾—25; for order of judgment, 25; for making complete record of 800 words, at 12½—$1 ; for taxing costs and this copy, 25 each—50 ; for this fi. fa. and recording the return, 50; for certifying this copy, 12½; $3 68¾.

Sheriff's fees—for serving the writ, $1; for entering and returning the writ, 25; for leaving a copy with the defendant, 25—$1 50.

HOPKINS & PARSONS, *Attorneys.*

County tax, $2—$7 18¾. Judgment 20th September, 1841, for debt, $3,205.

Damages, $783 73.—$3,988 73—$3,995 91¾.

In substance correctly copied this 24th September, 1841.

Test: J. H. HENDERSON, *Clerk.*

Received September the 25th, 1841. The within defendant hath no goods, chattels, lands, nor tenements that I can make this execution or any part thereof.

A. JONES, *Sheriff of B. C.*
By his deputy M. HUDSON.

THE STATE OF ALABAMA, *Blount county.*

It is hereby certified, that the foregoing three pages and a half contain a full, perfect, and complete copy of the record in the case of Norris, Stodder & Co., against George Goffe, in the circuit court of Blount county; and also a correct copy of the execution and of the sheriff's return thereon, carefully copied from the records and files in my office.

In testimony whereof I hereunto set my hand and affix the private (there being no official) seal of said court, at office, in Blountsville, this 4th day of March, in the year of our Lord one thousand eight hundred and forty-three, and of American independence the sixty-seventh year.

[L. S.]

J. H. HENDERSON, *Clerk of the Circuit court of Blount county.*

(The following is a copy of the note upon which the foregoing suit in the circuit court of Blount county, in the State of Alabama, in the name of Norris, Stodder & Co., vs. George Goffe was instituted, and endorsements.)

"$6,311 $\frac{85}{100}$. TUSCALOOSA, 12*th January*, 1839.

"On the first day of January, eighteen hundred and forty, we promise to pay Norris, Stodder & Co., or order, sixty-three hundred and eleven dollars and eighty-five cents, for value received, negotiable and payable at the Branch of the Bank of the State of Alabama, at Mobile.

"G. & J. M. GOFFE."

(Endorsed.) Received on the within two notes from James McCoun, the notes and interest, amounting to twenty-eight hundred dollars, 10th June, 1840.)

(Signed) N., S. & CO.
By D. STODDER.

Received from John M. Eamesen, seven hundred and forty dollars, being proceeds of sale of house and lot in Tuscaloosa, under deed of trust from G. Goffe to Parish & Co., and Norris, Stodder & Co.

24th August, 1840.—$740.

(The following is a transcript of another cause in the circuit court of Blount county, in the State of Alabama, in the name of Norris, Stodder & Co., against George Goffe.)

Transcript of cause from circuit court of Blount county, Ala., in the name of Norris, Stodder & Co., vs. *G. Goffe.*

THE STATE OF ALABAMA,
Blount county circuit court, September term, 1841.

Pleas had and determined before the honorable Daniel Coleman, one of the judges of the circuit court of said State.

NORRIS, Stodder & Co.,
vs.
GEORGE GOFFE.

Be it remembered, that heretofore, on the eighth day of March, in the year of our Lord eighteen hundred and forty-one, a capias ad respondendum issued, which is in the words and figures following:

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded to take the body of George Goffe, wherever he may be found in your county, and him safely keep, so that you have his body before the judge of our next circuit court, to be held for the county of Blount, at the court-house in the town of Blountsville, on the third Monday in March instant, to answer Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, merchants and co-partners, trading under the name, firm, and style of Norris, Stodder & Co., in a plea that he render to them seven hundred and forty dollars and ninety-two cents, which he owes to and from them unjustly detains, to their damage five hundred dollars. Herein fail not, and have then there this writ.

Witness John H. Henderson, clerk of said circuit court, at office, in Blountsville, this 8th day of March, in the year of our Lord eighteen hundred and forty-one, and of American independence the fifty-sixth year. Issued the 8th day of March, 1841.

Test: J. H. HENDESON, *Clerk, C. C.*

This suit is founded on a promissory note made by George Goffe and Joseph M. Goffe, late merchant-partners in trade under the name, firm,

and style of G. & J. M. Goffe, of which the following is substantially a copy, to wit:

$740 $\frac{92}{100}$. TUSCALOOSA, *April* 8, 1838.

On the first day of January next, we promise to pay to Norris, Stodder & Co., or bearer, seven hundred and forty dollars and ninety-two cents, for value received, negotiable and payable at the Branch of the Bank of the State of Alabama, at Mobile.

G. & J. M. GOFFE.

No bail required.

HOPKINS & PARSONS,
Attorneys for plaintiffs.

Executed the 9th day of March, 1841.
A. JONES, *Sheriff of Blount county.*

Circuit court, March term, 1841.

THE STATE OF ALABAMA, *Blount county.*

Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, merchants and co-partners, trading under the name, firm, and style of Norris, Stodder & Co., plaintiffs in this suit, by attorney complain of George Goffe, the defendant in this suit, in custody, &c., of a plea that he render to them seven hundred and forty dollars and ninety-two cents, which to them he owes, and from them unjustly detains; for that, whereas, the said George Goffe, and one Joseph M. Goffe, (the latter not sued in this action,) late merchant-partners in trade, under the name, firm, and style of G. & J. M. Goffe, heretofore, to wit, at Tuscaloosa, in said county of Blount, on the 8th day of April, 1838, made and delivered to the said plaintiffs their certain promissory note in writing, bearing date the day and year aforesaid, and thereby then and there, by the name and style of G. & J. M. Goffe, promised to pay unto said plaintiffs, or bearer, on the first day of January next, after the date of said note, by the name and style of Norris, Stodder & Co., seven hundred and forty dollars and ninety-two cents, negotiable and payable at the Branch of the Bank of the State of Alabama, at Mobile, for value received; by means whereof the said G. & J. M. Goffe then and there became liable to pay said plaintiffs said sum of money above described, according to the tenor and effect of said note; and the said plaintiffs in fact say, that at the time said note became due and payable at said branch bank at Mobile, they presented the same, and demanded payment of the same at the said branch bank, to wit, on the day January, 1839. Yet the said G. & J. M. Goffe, though often requested, have not as yet paid the same to said plaintiffs at the said branch bank, or elsewhere, or any part thereof, but to pay the same have wholly neglected and refused and do still refuse, to the damage of the said plaintiffs of five hundred dollars; and therefore they sue, &c.

CLACK, *Plaintiffs' attorney.*

NORRIS, Stodder & Co.
vs.
GEORGE GOFFE. } In debt.

Came the plaintiffs, by attorney; and the defendant failing to plead according to law and the rules of this court, it is considered by the court that the plaintiffs, Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, recover against the said George Goffe the sum of seven hundred and forty dollars ninety-two cents, the debt in the plaintiffs' declaration mentioned, together with the sum of one hundred and fifty-six dollars and twenty-one cents, interest computed by way of damages for the detention of said debt, and also their costs herein expended.

The State of Alabama, to any sheriff of the State of Alabama, greeting:

We command you that of the goods and chattels, lands, and tenements, of George Goffe, late of your county, you cause to be made the sum of seven hundred and forty dollars and ninety-two cents, debt, and the sum of one hundred and fifty-six dollars and twenty-one cents damages, together with the further sum of seven dollars and eighteen and three-fourths cents costs, which Henry Parish, Daniel Parish, Thomas P. Norris, Calvin Norris, David Stodder, and LeRoy M. Wiley, merchants, under the name, firm, and style of Norris, Stodder & Co., late at the term of the circuit court of Blount county, begun and held on the third Monday in September, in the year eighteen hundred and forty-one, recovered against said George Goffe, as appears to us of record. And have said moneys before the judge of the circuit [court] of Blount county, on the third Monday in March next, ready to render to the said Norris, Stodder & Co., for their debt, damages, and costs. And have you then and there this writ.

Witness John H. Henderson, clerk of said circuit court of Blount county, at office, in Blountsville, this 24th day of September, in the year of our Lord one thousand eight hundred and forty-one, and of American independence the sixty-sixth year.

Issued the 24th day of September, 1841.

Teste: J. H. HENDERSON, *Clerk, C. C.*

Copy of the bill of costs.

NORRIS, STODDER & Co.,
vs.
GEORGE GOFFE. }

Clerk's fees—for the writ, 50; for a copy thereof, 18¾; for entering the sheriff's return, 12½; for docketing cause, and entering appearances, 25; for filing declaration, 6¼, for entering judgment, 18¾—25; for order of judgment, 25; for making complete record of 800 words, at 12½, 1 00; for this fi. fa., and recording the return, 50; for taxing costs, and this copy, 25 each—50; for certifying this copy, 12½=$3 68¾. Sher-

iff Jones—for serving the writ, $1 00; for entering and returning the writ, 25; for leaving a copy with the defendant, 25=$1 50.

HOPKINS & PARSONS, *Atty's.*

County tax, 2 00—$7 18¾; judgment the 20th September, 1841, for debt, 740 92, damages, 156 21—$897 13=$904 31¾.

In substance correctly copied, this 24th September, 1841.

Teste: J. H. HENDERSON, *Clerk.*

Received, September the 25th, 1841. The within defendant hath no goods, chattels, lands, nor tenements, that I can make this execution, or any part thereof. A. JONES, *Sheriff of B. C.*

By his deputy M. HERDREN.

March the 18th, 1842.

THE STATE OF ALABAMA, *Blount county.*

It is hereby certified, that the foregoing three pages and a half contain a full, perfect, and complete copy of the record in the case of Norris, Stodder & Co., against George Goffe, in the circuit court of Blount county, and also a correct copy of the execution, and of the sheriff's return thereon, carefully copied from the records and files in my office.

In testimony whereof I hereunto set my hand, and affix the private (there being no official) seal of said court, at office, in Blountsville, this 4th day of March, in the year of our Lord one thousand eight hundred and forty-three, and of American independence the sixty-seventh year.

[L. S.]

J. H. HENDERSON,
Clerk of the circuit court of Blount county.

(The following is the transcript of the cause from the chancery court at Blountsville, in the State of Alabama, in the name of Norris, Stodder & Co. against George Goffe and others.)

Transcript of the cause in chancery court, at Blountsville, Alabama, in the name of Norris, Stodder & Co., vs. George Goffe et al.

NORTHERN CHANCERY DIVISION,
Thirty-fourth district.

Bills, exhibits, and answers, heard and determined before the honorable Joshua L. Martin, one of the chancellors of the State of Alabama, sitting in chancery, at the court-house, in the town of Blountsville, for the thirty-fourth chancery district, on the third Monday after the fourth Monday in May, in the year of our Lord one thousand eight hundred and forty-three, it being the twelfth day of June in the year aforesaid.

NORRIS, STODDER & Co.,
vs.
GEORGE GOFFE et al.

Be it remembered, that heretofore, to wit, on the twenty-first day of

April, in the year of our Lord one thousand eight hundred and forty-one, the complainants filed in this office their bill of complaint against the said defendants; which is in the words and figures following, to wit:

To the honorable Alexander Bowie, chancellor of the northern division of the State of Alabama.

Humbly complaining sheweth unto your honor your orators, Calvin Norris and David Stodder, of the county of Mobile, in the State aforesaid, and Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, of the State of New York, late merchants and partners, trading under the name and firm of Norris, Stodder & Co.; that Thomas Williams, jr., of the county of Montgomery, in the State aforesaid, was, on the 12th day of September, in the year 1837, indebted to one George Goffe, of the county of Blount, in said State, in the sum of sixty-four thousand dollars, payable with interest at the rate of six per centum per annum, from the day aforesaid, at the times hereinafter mentioned; that for the said sum of money he, the said Williams, did, on the day and year aforesaid, make his seven promissory notes or writings obligatory, payable to the said George Goffe, or notes, as they are called in a deed of trust hereinafter mentioned; two for the sum of five thousand dollars each, [one] payable on the first day of March, 1838, and *and* the other on the first day of October, 1838; four notes for ten thousand dollars each, one payable the first day of October, 1840, one the first day of October, 1842, another the first day of October, 1844, and the other the first day of October, 1846; and one other note for fourteen thousand dollars, payable the first day of October, 1848; each note bearing interest from the date thereof, at the rate of six per centum per annum. That the said Williams, for the purpose of securing the payment of each note when it became due, made a deed, bearing date the 12th of September, 1837, executed also by the said George Goffe and one Joseph M. Goffe, who was then a citizen of the State aforesaid; that by said deed the said Williams conveyed the lands therein described, which lie in the county of Blount aforesaid, to the said Joseph M. Goffe, upon condition that the said grantor should permit the said Williams to remain in possession of the lands conveyed by the said deed, until default might be made in the payment of the said sums of money; conditioned, that if the said Williams should fail to pay either of the said sums when the same should become due, it should be the duty of the said Joseph M. Goffe, so soon thereafter as he might think proper, or the said George Goffe, or his heirs or assigns might require, to proceed to sell, in the mode and upon the terms prescribed in the said deed, and for ready money, the said lands, or so much thereof as might be necessary to pay the amount due at the time of such sale, and the expenses incurred in making such sale; all of which will more fully appear by reference to said deed, a copy of which, and copies of the certificate of the probate thereof, and of the certificate that the same was duly recorded in the office of the clerk of the county court of the said county of Blount, are herewith filed.

And your orators submit to your honor, that the said deed is a mortgage, as exhibits marked with the letter A, and prayed to be taken as parts of this bill; that the note for five thousand dollars, which was made payable on the first of March, 1838, has, as your orators have been informed and believe to be true, been fully paid by the said Williams, jr.; that the other note for five thousand dollars, as the parties describe it in the said deed, was a bond or writing obligatory, as your orators are informed and believe to be true, made by the said Williams on the 12th of September, 1837, for the payment on the first day of October, 1838, to the said George Goffe, or bearer, of five thousand dollars, for value received in the purchase of Blount springs, with interest at the rate of six per centum per annum from the date thereof, to be paid in bills of the Bank of the State of Alabama, or any of its branches; that the said bond was endorsed by the said George Goffe, long before the maturity thereof, to a firm then composed of the said George and the said Joseph M. Goffe, known by the name of G. & J. M. Goffe, who, in their said firm name of G. & J. M. Goffe, endorsed the said bond, long before the maturity thereof, to your orators, who are now the holders and owners of the same. Your orators file the said bond, and endorsements aforesaid thereon marked with the letter B, as an exhibit hereto, and pray that the same may be considered a part of this bill.

Your orators further state, that no part of the said bond has been paid; that the said Williams had notice of the endorsement of the same to your orators, and at the time of said notice admitted that no part of the said bond had been paid, and that your orators' claim against him upon the bond was just.

Your orators have been informed, and believe it to be true, and so charge, that the said bond is the instrument described in the said deed as a note for five thousand dollars, payable on the first day of October, 1838, or was given for the sum of five thousand dollars, which would become due as stated in said deed on the first day of October, 1838, with interest, at the rate aforesaid from the date of said deed.

Your orators have been also informed, and believe it to be true, and so charge the fact to be, that the said Williams had become indebted to the said George Goffe in the whole of the said sum of money intended to be secured by the said deed by the purchase from said George Goffe of six hundred and forty acres of land, for which the said George Goffe and his wife, Louisa C. Goffe, made their deed on the 12th day of September, 1837, conveying the same in fee to the said Williams, as will more fully appear by reference to the deed last aforesaid, a copy of which, and copies of the certificates on the said last mentioned deed, are herewith filed as exhibits, marked with the letter C, and prayed to be taken as parts of this bill; each of the said deeds conveys the same land, and one-quarter section of the land conveyed by each deed is described as the same commonly called the Blount spring tract.

Your orators further represent to your honor, that they have been informed, and believe it to be true, that the said George Goffe did, on the said 12th day of September, 1837, make his deed of that date, of

which deed and of the certificates therein copies are herewith filed as exhibits, marked with the letter D, and prayed to be taken as parts of this bill, for the purpose of showing that the interest of the said George Goffe in the said four notes for ten thousand dollars each, and in the note aforesaid for fourteen thousand dollars, is claimed by the said Joseph M. Goffe in trust for the said Louisa C. Goffe and Martha Goffe, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, respectively, four daughters of the said George, in the proportions mentioned in the deed last aforesaid was executed by the said George, and the said Joseph M., and in it the five instru mentioned are described as sealed notes.

Your orators have been informed, and believe it to be true, the said Martha Goffe has since been married to, and is now the wife of, one Jones C. Lucy, and that they reside in the county of Mobile, in the State aforesaid; that the said Mary Louisa, Elizabeth G. and Caroline Maria, are infants, under the age of twenty-one years, and reside, together with Louisa C., with the said George Goffe, in the county of Blount, or some other county of this State.

Your orators further state, that they have been informed, and believe it to be true, and so charge the facts to be, that the said Joseph M. Goffe is insolvent and irresponsible; that he has left the said State, or United States, and now lives, and has for some time resided, in the Republic of Texas or the State of Arkansas, [in] which your orators have been informed, and believe it to be true, that he intends to continue to reside; that there are large debts due from him to creditors who reside in the United States, and executions against him have been returned nulla bona; that your orators have recently seen an advertisement in the Independent Monitor, a newspaper published at Tuscaloosa, in the State aforesaid, over the name of the said Joseph M. Goffe, as trustee, in which it is announced to be his intention to sell the lands described in the said deed of trust at the Blount springs, on the first day of May, 1841; a number of said newspapers bearing date the 29th of January, 1841, containing the advertisement is herewith filed, as an exhibit, marked with the letter E, and prayed to be taken as a part of this bill.

Your orators are advised, and so charge, that they are first entitled to so much of the proceeds of the sale of the said lands as may be necessary to pay the principal and interest of the said bond, which belongs, as aforesaid, to them; that they have never requested the said Joseph M. Goffe to make a sale of the said lands, or any part thereof; they state that from his insolvency, his failure to pay the debts due from him, and his residence in a foreign country, it is unsafe for the interest of your orators in this said trust that he should be permitted to make the sale which has been advertised, or to act any longer as the trustee; they believe that if he should be continued as the trustee and permitted to make the said sale, that your orators would probably lose the benefit to which they are entitled in said trust. It is not stated in said advertisement which of the said notes or bonds, or sums of money, is to be

satisfied by the said sale, and in the advertisement the authority of the said trustee is derived from a deed made by the said Williams on the 12th of December, 1837.

Your orators are informed, and believe it to be true, and so charge the fact to be, that the only deed which the said Williams has made of the said lands to secure the payment of the said several notes or bonds, and sums of money, is the deed of the 12th of September, 1837; and your orators pray, that each of the said infant daughters of the said George may have a guardian or guardians ad litem appointed to defend this suit.

In tender consideration whereof, and forasmuch as your orators can obtain no relief except in a court of equity; to the end, therefore, that the said George Goffe, Joseph M. Goffe, Louisa C. Goffe, Thomas Williams, jr., Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, who your orators pray may be made defendants to this bill, may upon their respective corporal oaths true and sufficient answer make to all and singular the allegations in this bill, and that as fully, clearly, and absolutely, as if the same were here again repeated, and they thereto more particularly interrogated; and your orators pray, that the said Joseph M. Goffe and every and all persons acting under his authority, may be prohibited and restrained by writ of injunction from making the sale of the said lands which has been advertised, or a sale of said lands at any time in virtue of the power of the said Joseph M. as trustee, until the matters of this bill shall be heard; and upon the hearing of the same your orators pray the injunction may be decreed to be perpetual; and that your honor on the hearing of this cause may either decree that a new trustee, who shall then be solvent, and a resident of the said State, be appointed instead of the said Joseph M. to execute the said trust, or that a commissioner be appointed with authority to sell so much of the said lands, before any part thereof shall have been sold to discharge either of the other sums aforesaid, as may be sufficient to pay the principal and interest of the said bond owned by your orators; or that the said deed of trust is a mortgage, and appoint a commissioner to sell so much of the said lands as may be sufficient to pay the said debt due to your orators; and that your orators may have such other and further relief in the premises as to your honor shall seem meet: May it please your honor to grant the writ of injunction for which your orators have prayed, and to grant also the writ of subpœna, to be directed to the said defendants, George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, thereby commanding them on the first Monday in May, 1841, under a certain penalty therein to be limited, personally to appear before your honor in this court, and then and there, upon their several and respective corporal oaths, true and perfect answers make to all and singular the premises, and further to stand by and abide such order and decree

therein as shall seem meet to your honor; and your orators shall ever pray, &c.

HOPKINS & PARSONS,
Solicitors for compl'ts.

STATE OF ALABAMA,
Talladega county.

I, David Stodder, one of the partners in the late firm of Norris, Stodder & Co., do swear, that the facts and allegations of the foregoing bill are true, so far as the same are stated as of the knowledge of the complainants, and I believe them to be true so far as stated on the information of others. D. STODDER.

Sworn to 19th April, 1841, before
A. BOWIE, *Chancellor.*

To the register in chancery, at Blountsville.

On the complainants entering into bond, with satisfactory security, in the sum of ten thousand dollars, payable to the defendants, and conditioned to indemnify said defendants for all damages, costs, and charges which they may sustain by the wrongful issuance of the injunction hereby ordered, let an injunction issue agreeably to the prayer of the within bill.

19th April, 1841.

A. BOWIE, *Chancellor.*

Filed in my office the 21st day of April, 1841.
Test: JOHN H. HENDERSON, *Register.*

Exhibit A.

This indenture, made this twelfth day of September, in the year of our Lord one thousand eight hundred and thirty-seven, between Thomas Williams, jr., of the first part, Joseph M. Goffe, trustee, of the second part, and George Goffe, of the third part; whereas the said Thomas Williams, jr., is justly indebted to the said George Goffe in the sum of sixty-four thousand dollars, of which five thousand dollars are to be paid the first day of March, 1838; five thousand the first day of October following; ten thousand the first day of October, 1840; ten thousand dollars the first day of October, 1842; ten thousand dollars the first day of October, 1844; ten thousand dollars the first day of October, 1846; and the balance of the above sum, which is fourteen thousand dollars, is to be paid the first day of October, 1848; all of which sums respect*fully*, are expressed in notes given this day, and bearing interest at the rate of six per ct. per annum from the date thereof; and the said Thomas Williams, jr., being anxious and desirous to secure the payment of the said several sums of money when they respectively become due. Now this indenture witnesseth, that the said Thomas Williams, jr., for and in consideration of the premises, and for the further consideration of one dollar in hand paid by the said Joseph M. Goffe, at and before the sealing and delivery of these present, the receipt whereof is

hereby acknowledged, hath this day given, granted, bargained, sold, aliened, enfeoffed, and conveyed, and by these presents doth give, grant, bargain, sell, alien, enfeoff, and convey, unto the said Joseph M. Goffe, his heirs and assigns forever, all that tract or parcel of land lying and being in the county of Blount, State of Alabama, being the southwest quarter of section six, in township thirteen, of range two west, containing one hundred and sixty acres and forty-five hundredths of an acre, being the same commonly called the Blount springs tract; also that other tract or parcel of land adjoining the one above described, being the southeast quarter of section six, township thirteen, of range two west, of the basis meridian, containing one hundred and sixty acres and forty-five hundredths of an acre; also the northeast quarter of section seven, and the east half of the northwest quarter of the same section seven, in the above named township thirteen, of range two west, together with the east half of the northwest quarter of section twelve, township thirteen, of range three west, the whole of which contains six hundred and forty acres, over and above the fractions above set down, together with all and singular the appurtenances thereunto belonging.

To have and to hold the herein granted or hereby intended to be granted premises to him, the said Joseph M. Goffe, and his heirs forever; and the said Thomas Williams, jr., for himself, his heirs, executors, and administrators, doth covenant and agree that he will forever, the right and title to the above described lands, warrant, and forever defend, to the said Joseph M. Goffe, his heirs and assigns, free from the claim of all persons whomsoever; upon condition, nevertheless, that the said Joseph M. Goffe shall permit the said Thomas Williams, jr., to remain in peaceable possession of the above lands and premises until default be made in the payment of the above mentioned sums of money, or any part thereof, and then upon the further condition that, if the said Thomas Williams, jr., should fail to make payment of any or either of said instalments when the same becomes due and payable, it shall be the duty of the said Joseph Goffe, so soon thereafter as he may think proper, or the said George Goffe or his heirs or assigns may require, proceed to sell to the highest bidder, for ready money, the above described tracts of land, or so much thereof as may be necessary, after having given four months' notice of the time and place of sale in some newspaper printed in the State of Alabama; and out of the proceeds of said sale, after paying the expenses thereof, pay over to the said George Goffe, or his heirs, the amount that may be due at the time of sale, provided the lands shall have been sold for as much, and the balance, if any, pay over to the said Thomas Williams, or his assigns; the sale of the above described tracts of land is to take place at the Blount springs, unless otherwise directed by the agreement of all the parties to this deed; but if the said Thomas Williams, jr., should well and truly pay over to the said George Goffe or his assigns, the amount of said instalments, when the same shall become due and payable, so that no default be made therein, then this obligation to be void, else to remain in full force and effect;

the above described notes are given by the said Thomas Williams, jr., to the said George Goffe for the purchase of the above described property, and this instrument is made to secure the payment of said notes.

THOMAS WILLIAMS, Jr. [L. S.]
JOSEPH M. GOFFE. [L. S.]
GEO. GOFFE. [L. S.]

Signed, sealed, and delivered, before us—
C. T. OLIVER.
J. C. CLEMENTS.
DANIEL RASLE.
JACKSON K. HUDSON.

THE STATE OF ALABAMA,
Blount county, ss:

Personally appeared before me, John P. Thomas, clerk of the county court of said county, Jackson K. Hudson, one of the subscribing witnesses to the foregoing deed of trust, who, being first duly sworn, deposeth and saith: That he saw the above or within named Thomas Williams, jr., sign, seal, and deliver the same, on the day and year of its date, to the aforesaid Joseph M. Goffe; that he, this deponent, at the same time, saw the said Joseph M. Goffe and Geo. Goffe sign and seal the same; that he, this deponent, signed his name as a witness thereto, in the presence of the said Thomas Williams, jr., Joseph M. Goffe, and Geo. Goffe; and that he saw the other subscribing witnesses thereto, C. T. Oliver, J. C. Clements, and Daniel Rastly, sign the same in the presence of the said Thomas Williams, jr., Joseph M. Goffe, and George Goffe, and in the presence of each other.

Given under my hand and seal of office, at office, this eighteenth day of September, in the year of our Lord one thousand eight hundred and thirty-seven.

Test: JOHN P. THOMAS,
Clerk, C. C.

THE STATE OF ALABAMA,
Blount county, ss:

This deed of trust, and the certificate of the proof of its execution, were filed in my office for record on the 18th, and were duly recorded on the 21st, day of September, 1837.

Test: J. P. THOMAS,
Clerk, C. C.

THE STATE OF ALABAMA,
Blount county, ss:

I, John P. Thomas, clerk of the county court of *of* said county of Blount, do hereby certify, that the above and foregoing three pages contain a full, perfect, and complete transcript of the record of a deed of trust executed by Thomas Williams, jr., to Joseph M. Goffe, who

is trustee, for the purposes expressed in said deed, carefully copied from deed record book B, in my office.

In testimony whereof I hereunto set my hand, and affix the seal of my office, at office in Blountsville, this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year.

[L. S.]

JOHN P. THOMAS,
Clerk, C. C.

THE STATE OF ALABAMA,
Blount county, to wit:

I, Patrick Scott, judge of the county court of said county, do hereby certify, that John P. Thomas, whose name is subscribed to the above certificate of record, is and was on *was on* the day and year of the date thereof, clerk of the county court of said county of Blount, duly commissioned and qualified, and that his said certificate is in due form of law.

In testimony whereof I hereunto set my hand, this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year.

PATRICK SCOTT,
Judge of the county court of Blount county.

Taxation of costs:

To Judge Scott for certificate - - -	$ 50
To Clerk Thomas for certificate and seal - -	50
" " " " copying record, and seal, 1,500 words - - - - -	1 43¾
Taxing costs - - - - - - - -	25
Total,	$2 68¾

Received in full from David Stodder, Oct. 26, 1840.

JOHN P. THOMAS,
Clerk, C. C.

Exhibit B.

$5,000	On the 1st of October, 1838, I promise to pay to
Interest, 1 yr., 18 mo's 315	George Goffe, or bearer, five thousand dollars, for
$5,315	value received, in the purchase of Blount springs, with interest at the rate of six pr. ct. pr. annum from this 12th of September, 1837; to be paid in the bills of the Bank of the State of Alabama, or any of its branches. Witness my hand and seal.

THO. WILLIAMS, Jr. [SEAL.]

$5,315. Due 1—4 October, 1838.

Endorsed on the back, Geo. Goffe. G. and J. M. Goffe.

Copy of Exhibit B.

Test: J. H. HENDERSON, *Register.*

Exhibit C.

THE STATE OF ALABAMA,
Blount county.

This indenture, made this 12th day of September, in the year of our Lord one thousand eight hundred and thirty-seven, between George Goffe and Louisa C. Goffe, his wife, of the first part, of the State and county aforesaid, and Thomas Williams, jr., of the city of Mobile, and said State, of the second part, witnesseth: That the said George Goffe and Louisa C. Goffe, his said wife, for and in consideration of the sum of sixty-four thousand dollars, to them in hand paid, at and before the sealing and delivery of these presents, by the said Thomas Williams, jr., the receipt whereof is hereby acknowledged, have this day given, granted, bargained, sold, aliened, enfeoffed, and conveyed, and by these presents do give, grant, bargain, sell, alien, enfeoff, and convey, unto the said Thomas Williams, jr., his heirs and assigns forever, six hundred and forty acres of land, situate, lying, and being in the said county of Blount, and State of Alabama, composed as follows, that is to say, the southwest quarter of section six, in township thirteen, range two west, containing one hundred and sixty acres and forty-five hundredths acres, being the same commonly called the Blount springs tract; also the other quarter section adjoining the one above described, being the southeast quarter of section six, township thirteen, range two west, containing one hundred and sixty acres and forty-five one-hundredths of an acre; also the northeast quarter of section seven, township thirteen, range two west, containing one hundred and sixty acres and forty-five one-hundredths of an acre; also the east half of the northwest quarter of section seven, township thirteen, range two west, containing eighty acres; also the east half of the northwest quarter of section twelve, township thirteen, range three west, containing eighty acres and one-hundredth of an acre, the whole of which contains six hundred and forty acres over and above the fractions above set down; together with all and singular the houses, outhouses, and improvements, rights, members, hereditaments, and appurtenances to the premises belonging or in anywise incident or appertaining. To have, hold, occupy, possess, and enjoy, by the said Thomas Williams, jr., the hereby granted premises to him, the said Thomas Williams, jr., his heirs and assigns forever; but in this deed of conveyance is excepted from any warranty by the said George Goffe two acres of ground reserved by John H. Harris to himself, for certain purposes, as expressed by deed from said Goffe to said Harris; but in this reservation all the right, title, claim, and interest, either in law or equity, which the said George Goffe and Louisa C. Goffe, his wife, may have, is conveyed, aliened, and assigned to the said Thomas Williams, jr.; and the said George Goffe and Louisa C. Goffe, his said wife, for themselves, their heirs, executors, and administrators do hereby covenant and agree, to and with the said Thomas Williams, jr., that they will forever warrant and defend, and by these presents do warrant forever and defend forever, the true and lawful title of the above described tracts of

land, excepting as above excepted, to him, the said Thomas Williams, jr., his heirs and assigns forever, from the claim or claims of all and every person or persons whomsoever.

In testimony whereof we have hereunto set our hands and affixed our seals, the day and year above written.

GEO. GOFFE, [L. S.]
LOUISA C. GOFFE. [L. S.]

Signed, sealed, and delivered, in the presence of us—
C. T. OLIVER,
J. C. CLEMENT,
DAN'L RASH,
JACKSON K. HUDSON.

THE STATE OF ALABAMA,
Blount county.

Be it remembered, that this day, personally appeared before me, Jackson K. Hudson, one of the justices of the peace in and for Blount county, Mrs. Louisa C. Goffe, the wife of the within named George Goffe, and upon being privately and separately examined by me, separately and apart from her said husband, and acknowledge that she, with her said husband, did sign, seal, and deliver the within deed to the within named Thomas Williams, jr., and that she did the same freely and voluntarily, and without the dread, fear, or compulsion of her said husband or any one else; and that she did then, and now does, freely and of her own will and accord, assign and convey to the said Thomas Williams, jr., his heirs and assigns, all her interest and estate, and all her claim of dower to the premises mentioned and conveyed in the said deed to the said Thomas Williams, jr.

In testimony whereof I have fixed my hand and seal this twelfth day of September, 1837, and the said Louisa C. Goffe has also signed the same with me.

JACKSON K. HUDSON. [L. S.]

And I, the said Louisa C. Goffe, have hereunto affixed my seal, this 12th September, 1837, and subscribed my name.

LOUISA C. GOFFE. [L. S.]

Witness—JACKSON K. HUDSON. [L. S.]

THE STATE OF ALABAMA,
Blount county, ss:

Personally appeared before me, John P. Thomas, clerk of the county court of said county, Jackson K. Hudson, one of the subscribing witnesses to the foregoing deed, who being first duly sworn, deposeth and saith, that he saw the above or within named George Goffe, whose name is subscribed thereto, sign, seal, and deliver the same to the said Thomas Williams, jr.; that he, this deponent, signed his name, as a witness thereto, in the presence of the said George Goffe; and that

he saw the other subscribing witnesses, C. T. Oliver, J. C. Clement, and Daniel Rash, sign the same in the presence of the said George Goffe, and in the presence of each other.

Given under my hand and seal of office, at office, this fifteenth day of September, in the year of our Lord one thousand eight hundred and thirty-seven.

Teste: JOHN P. THOMAS, *Cl'k, C. C.*

THE STATE OF ALABAMA,
Blount county, ss:

This deed, with the two accompanying certificates, were filed in my office for record on the 15th, and were duly recorded on the 26th day of September, 1837.

Teste: J. P. THOMAS, *Cl'k, C. C.*

THE STATE OF ALABAMA,
Blount county, ss:

I, John P. Thomas, clerk of the county court of said county of Blount, do hereby certify, that the above and foregoing three pages contain a full, perfect, and complete transcript of the record of a deed of conveyance executed by George Goffe and Louisa C. Goffe to Thomas Williams, jr., carefully copied from deed record book B, in my office.

In testimony whereof I hereunto set my hand and affix the seal of my office, at Blountsville, this sixteenth day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year. [L. S.]

JOHN P. THOMAS, *Cl'k, C. C.*

THE STATE OF ALABAMA,
Blount county, to wit:

I, Patrick Scott, judge of the county court of Blount county, do hereby certify, that John P. Thomas, whose name is subscribed to the foregoing certificate of record, is, and was on the day and year of the date thereof, clerk of the county court of Blount county, Alabama, duly commissioned and qualified; and that his said certificate is in due form of law.

In testimony whereof I hereunto set my hand, this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year.

PATRICK SCOTT,
Judge of the county court of Blount county.

Taxation of costs.

To Judge Scott for certificate - - - - -	$0	50
To Clerk Thomas for certificate and seal - -		50
" " copied 1000 words, 12½ per hundred	1	25
" " taxing costs - - - - -		25
Total - - - - -	$2	50

Received in full from David Stodder, Oct. 26th, 1840.
JOHN P. THOMAS,
Clerk, C. C.

Filed the 21st day of April, 1841.
Teste: JOHN H. HENDERSON,
Clerk, C. C.

Exhibit D.

THE STATE OF ALABAMA,
Blount county.

Whereas I hold five sealed notes on Thomas Williams, jr., all bearing even date with these presents, four for the sum of ten thousand dollars each, all bearing an interest of six per cent. due as follows: The first due the first day of October, one thousand eight hundred and forty; and each of the others falling due biennially.

Now, know all men by these presents, that I, George Goffe, of the said county and State of Alabama, in consideration of the natural love and affection I have and do bear towards my beloved wife, Louisa C. Goffe, and my four daughters, to wit, Martha Ann Goffe, Mary Louisa Goffe, Elizabeth Griggs Goffe, and Caroline Mariah Goffe, and for the further consideration of one dollar, to me in hand paid by Joseph M. Goffe, I have given, assigned and conveyed, transferred and delivered, and by these presents do give, transfer, assign, and convey, to the said Joseph M. Goffe, the above described notes, in trust, and for the purposes and upon the conditions following, that is to say, the note for the sum of fourteen thousand dollars I assign, convey, and deliver to the said Joseph M. Goffe, in trust, for the sole and separate use of my beloved wife, Louisa C. Goffe, and by the said Joseph M. Goffe to be applied for the separate support and maintenance of the said Louisa C. Goffe, for and during the term of her natural life, nor subject to the control, debts, contracts, or forfeitures of the said George Goffe; and after the death of the said Louisa C. Goffe, the balance of the said note or its proceeds to be equally divided among the children of the said George Goffe and Louisa C. Goffe, that may be living at the death of the said Louis C. Goffe, share and share alike, their heirs, executors, and administrators; and the other four notes I assign, convey, transfer, and deliver to the said Joseph M. Goffe, in trust, and for the purposes and upon the conditions following, that is to say, the note due the first of October, one thousand eight hundred and forty, for my daughter Martha; the next due for my daughter Mary Louisa; the third for my daughter Elizabeth Griggs; and the fourth for my daughter Caroline Maria; each of the above notes I assign, convey, transfer, and deliver to the said Joseph M. Goffe, in trust for my said daughters as aforesaid, for their sole and separate use, and, for their separate support and maintenance during their natural lives; and, after their deaths, each particular note to be divided among such child or children as my said daughters may have living, share and share alike; but neither of the said notes shall be in anywise

subject or liable to the debts, contracts, forfeitures, or incumbrances of any husband of any of my said daughters; and should either or any of my said daughters die without leaving alive any child or children, then the particular note, and the interest which may accrue thereon, shall be equally divided among the survivor or survivors, under the same terms, restrictions, conditions, trusts, and limitations above set forth and described.

In testimony whereof I have hereunto set my hand and subscribed my name with my seal affixed, this 12th day of September, 1837. And the said Joseph M. Goffe, as evidence of acceptance of the above trust, has also set his hand and affixed his seal, this day and year above written.

GEO. GOFFE, [SEAL.]
JOSEPH M. GOFFE. [SEAL.]

Sealed and delivered before us—
THO. WILLIAMS, jr.,
C. T. OLIVER,
JACKSON K. HUDSON.

THE STATE OF ALABAMA,
Blount county.

Personally came C. T. Oliver before me, the subscribing justice, and on being duly sworn saith, that he was present and saw George Goffe execute the above deed, and T. Williams, jr , and Jackson K. Hunson, and this deponent, subscribed their names as witnesses thereto; and Joseph M. Goffe signed the same time. Sworn 12th September, 1837. C. T. OLIVER.

Sworn 12th September, 1837.

JACKSON K. HUDSON,
A J. of B. C.

THE STATE OF ALABAMA,
Blount county, ss:

The foregoing deed and certificate filed in my office for record on the 15th September, 1837, and were duly recorded on the same day.
Teste: J. P. THOMAS, *Clerk, C. C.*

THE STATE OF ALABAMA,
Blount county, ss:

I, J. P. Thomas, clerk of the county court of said county of Blount, do hereby certify, that the foregoing two pages contain a full, perfect, and complete transcript of the record of a deed of trust executed by George Goffe to Joseph M. Goffe, carefully copied from the deed record book B, in my office.

In testimony whereof I hereunto set my hand and affix the seal of my office, at office in Blountsville, this twenty-sixth

[L. S.] day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year.

JOHN P. THOMAS, *Clerk, C. C.*

THE STATE OF ALABAMA, *Blount county, to wit:*

I, Patrick Scott, judge of the county court of said county, do hereby certify, that John P. Thomas, whose name is subscribed to the above certifiate of record, is, and was on the day and year of the date thereof, clerk of the county court of said county of Blount, duly commissioned and qualified, and that his said certificate is in due form of law.

In testimony whereof I hereunto set my hand this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and forty, and of American independence the sixty-fifth year.

PATRICK SCOTT, *Judge of the County court of Blount county.*

Taxation of costs.

To Judge Scott for certificate - - - - -	$0	50
" Clerk Thomas for certificate and seal - -		50
" " " " copying from record 700 words		87½
" " " " taxing cost - - - - -		25
	$2	12½

Received in full from David Stodder, Oct. 26th, 1840.

JOHN P. THOMAS, *Clerk, C. C.*

Filed the 21st day of April, 1841.

Test: JOHN H. HENDERSON, *Register.*

Exhibit E.—Blount Springs for sale.

By virtue and under the authority of a deed in trust, executed by Thomas Williams, jr., to the undersigned as trustee, to secure the payment of certain sums of money due by the said Thomas Williams, jr., to George Goffe, dated the 12th day of December, A. D. 1837, and duly recorded in the office of the clerk of the county court of Blount county, I will, on Saturday, the first day of May next, 1841, at the Blount springs, in the said county of Blount, sell at public auction to the highest bidder, for ready money, the following described real property, or so much thereof as may be necessary, according to the true interpretation and meaning of said deed in trust, to wit, all that tract or parcel of land lying and being in the county of Blount, and State of Alabama, the southwest quarter of section six, in township thirteen, of range two west, containing one hundred and sixty acres and forty-five hundredths of an acre, being the same commonly called the Blount springs tract; also that other tract or parcel of land adjoining the one above described, being the southeast quarter of section six, in township thirteen

of range two west of the basis meridian, containing one hundred and sixty acres, and forty-five hundredths of an acre; also, the north east quarter of section seven, in the above named township thirteen, of range two west, together with the east half of the northwest quarter of section twelve, township thirteen, of range three west, the whole of which contains six hundred and forty acres, over and above the fractions above set down; together with all and singular the appurtenances thereunto belonging. Dec. 22, 1840. JOSEPH M. GOFFE, *Trustee.*

Filed the 21st day of April, 1841.

Test: JOHN H. HENDERSON, *Register.*

(*The injunction bond.*)

Know all men by these presents, that we, Calvin Norris, Thomas P. Norris, Henry M. Cone, and David Stodder, are held and firmly bound unto George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, in the sum of ten thousand dollars; for the payment of which, well and truly to be made, we hereby bind ourselves, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Witness our hands and seals this 21st day of April, 1841.

The condition of the above obligation is such, whereas the said Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, have this day filed their bill of complaint against George Goffe, Joseph M. Goffe, and all the other above mentioned persons, in our court of chancery at Blountsville, praying that the said Joseph M. Goffe be enjoined, prohibited, and restrained from selling, by virtue of a deed of trust, which is fully set forth in said bill, a certain tract of land, which is also particularly described and set forth in an exhibit accompanying said bill, and that all other persons be enjoined from selling said land in virtue of said deed of trust, and it is further prayed in said bill that subpœnas issue, to be directed to the said defendants. Now, the condition of the above obligation is, that if the above bound Calvin Norris, Thomas P. Norris, Henry M. Cone, and David Stodder, shall, in case the injunction shall be dissolved, pay and satisfy said above mentioned defendants all damages, costs and charges, which they may sustain by the wrongful issuance of said injunction, and shall also perform and satisfy such final decree as may be made against said complainants in said cause, then the above obligation to be void, else to remain in full force and virtue.

CALVIN NORRIS,
By D. STODDER, [SEAL.]
THOMAS P. NORRIS,
By D. STODDER, [SEAL.]
HENRY M. CONE,
By D. STODDER, [SEAL.]
D. STODDER. [SEAL.]

Signed and sealed the date above written, and approved by me.
JOHN H. HENDERSON, *Register.*

Injunction bond filed the 21st day of April, 1841.
Teste: JOHN H. HENDERSON, *Register.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

Whereas it has been represented to us in our court of chancery, on the part of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, that they have lately exhibited their bill of complaint in our said court of chancery, held at Blountsville, in the fifth chancery district of said State, against George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, to be relieved touching the matters therein complained of. In which bill it is stated that, in an advertisement over the name of Joseph M. Goffe as trustee, it is announced to be his intention to sell the lands, described in said deed of trust, at the Blount springs, on the first day of May, 1841, which lands are described in the advertisement as follows, to wit: All that tract or parcel of land lying and being in the county of Blount, and State of Alabama, being the southeast quarter of section six, in township thirteen, of range two west, containing one hundred and sixty acres and forty-five hundredths of an acre, being the same commonly called the Blount springs tract; also that other tract or parcel of land adjoining the one above described, being the southeast quarter of section six, township thirteen, of range two west, of the basis meridian, containing one hundred and sixty acres and forty-five hundredths of an acre; also the northeast quarter of section seven, in the above named township thirteen, of range two west; together with the east half of the northwest quarter of section twelve, township thirteen, range three west; and it is, for certain causes set forth in said bill, prayed that the said Joseph M. Goffe, and all others, his agents, &c., be enjoined and restrained from making sale of said land, or any part thereof, by virtue of said deed of trust. We, therefore, in consideration thereof and of the particular matters in the said bill set forth, do require you in our name that you command and enjoin the said Joseph M. Goffe, his counsellors, attorneys, solicitors, and agents, that they and each and every of them do absolutely desist and refrain from making sale of any of the above described lands, by virtue of said deed of trust, or any part or parcel thereof, or any of the lands described in said deed of trust, until the further order of our said court of chancery. Herein fail not.

Witness John H. Henderson, register of said court of chancery, at office in Blountsville, this 22d day of April, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year.

Issued the 22d day of April, 1841.
Teste: JOHN H. HENDERSON, *Register.*

Received 29th April, 1841; executed on George Goffe the 20th day of May, 1841. J. M. Goffe not found in my county.

A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded to summon George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, if to be found in your county, that they, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in April instant; and that they, within thirty days after service of this writ, answer according to law and the rules of said court the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants against them, and to do further, and receive what our said court shall have considered in that behalf, and that this they in no wise omit. Herein fail not, and have you then and there this writ.

Witness John H. Henderson, register of said court, at office in Blountsville, this 22d day of April, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year.

Issued the 22d day of April, 1841.

Teste: JOHN H. HENDERSON, *Register.*

Received 30th April, 1841, and executed upon Miss Louisa and Elizabeth Goffe, by handing a copy of bill, together with subpœna, April 30th, 1841.

T. O. HOLLOWAY, *Sheriff,*
By M. J. A. KEITH, *Deputy sheriff,*

Executed upon Louisa C. Goff, by leaving with her a copy of bill, together with subpœna, May 1st, 1841.

T. O. HOLLOWAY, *Sheriff.*
By M. J. A. KEITH, *Deputy sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded to summon George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, Jones C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, if to be found in your county, that they, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in April instant; and that they, within thirty days

after service of this writ, answer according to law and rules of this court the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against them, and to do further and receive what our said court shall have considered in that behalf, and that this they in no wise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson, register of said court, at office in Blountsville, this 22d day of April, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year.

Issued the 22d day of April, 1841.

Teste: JOHN H. HENDERSON, *Register*.

Received too late to execute.

A. JONES, *Sheriff of Blount county*.

CALVIN NORRIS, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley,
vs.
GEORGE GOFFE, Joseph M. Goffe, Thomas Williams, jr., and others.

In chancery at Blountsville.

Before me, John H. Henderson, register of said chancery court, personally appeared the above named David Stodder, who, being duly sworn, deposeth and saith, that the above named Joseph M. Goffe is not a resident citizen of the State of Alabama, and that he is informed, and believes it to be true, that the said Joseph M. Goffe resides in the republic of Texas, or in the State of Arkansas.

D. STODDER.

Sworn to and subscribed this 23d day of April, 1841, before me,

JOHN H. HENDERSON, *Register*.

Filed the 23d day of April, 1841.

Teste: JOHN H. HENDERSON, *Register*.

Chancery court held at Blountsville, May term, 1841.

NORRIS, STODDER & Co.,
vs.
JOSEPH M. GOFFE and others.

Bill for injunction.

Come the complainants by their solicitors, and, upon their motion, it appearing to the satisfaction of the court that the subpœnas, heretofore issued against the defendants in this cause, have not been executed, it

is ordered, that alias writs of subpœna issue against the defendants; and, upon motion of the complainants, by their solicitors, it appearing to the satisfaction of the court by the affidavit of D. Stodder, one of the complainants, that the defendant, Joseph M. Goffe, is not a resident of the State of Alabama, but that he resides in the Republic of Texas or the State of Arkansas, it is ordered by the court that publication be made in the Southern Advocate, a newspaper published in the town of Huntsville, in this State, once a week for six weeks, requiring the said defendant, Joseph M. Goffe, to appear in this court on the first day of the next term, and answer the allegations of the bill of the complainants.

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon George Goffe, if to be found in your county, that he, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that he, within thirty days after service of this writ, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against him and others, and to do further and receive what our said court shall have considered in that behalf, and that this he shall in nowise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson, register of said court, at office in Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Ised the 8th day of May, 1841.

Test: JOHN H. HENDERSON, *Register.*

Executed on George Goffe the 20th of May, 1841.

A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon Mary Louisa Goffe, if to be found in your county, that she, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that she, within thirty days after service of this writ, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against her and others, and to do further and receive what our said court shall have considered in that behalf, and that she in nowise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson, register of said court, at office in Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 8th day of May, 1841.

Test: JOHN H. HENDERSON, *Register.*

Executed on George Goffe, father and guardian of Mary Louisa Goffe, the 20th May, 1841. A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon Jones C. Lucy and Martha, his wife, if to be found in your county, that they, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that they, within thirty days after service of this writ, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against them and others, and to do further and receive what our said court shall have considered in that behalf, and that this they shall in no wise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson, register of said court, at office in Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 8th day of May, 1841.

Test: JOHN H. HENDERSON, *Register.*

Executed on Jones C. Lucy and Martha, his wife, on the 20th day of May, 1841.

A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon Thomas Williams, jr., if to be found in your county, that he, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that he, within thirty days after service of this writ, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against him and others, and to do further and receive what our said court shall have considered in that behalf, and this he shall in nowise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson register of said court, at office in Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 8th day of May, 1841.

Test: JOHN H. HENDERSON, *Register.*

Executed, also served on Thomas Williams, jr., a copy of the original bill, 12th June, 1841.

B. W. BELL, *Sheriff M. co.*
Per W. P. VANDEWEN, *D. S.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon Caroline Maria Goffe, if to be found in your county, that she, laying aside all excuse, personally appear before our next court of chancery, to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that she, within thirty days after the service of this, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against her and others, and to do further and receive what our said court shall have considered in that behalf, and that this she shall in nowise omit. Herein fail not, and have you then there this writ.

Witness John H. Henderson, register of said court, at office at Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 8th day of May, 1841.

Test: JOHN H. HENDERSON, *Register.*

Executed on George Goffe, father and guardian of Caroline Maria Goffe, the *the* 20th of May, 1841.

A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

You are hereby commanded, as you have heretofore been commanded, to summon Elizabeth G. Goffe, if to be found in your county, that she, laying aside all excuse, personally appear before our next court of chancery to be held at Blountsville, in the fifth chancery district, on the first Monday after the fourth Monday in September next; and that she, within thirty days after the service of this writ, answer, according to law and the rules of said court, the bill of complaint of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners, trading under the name and firm of Norris, Stodder & Co., complainants, exhibited against her and others, and to do further and

receive what our said court shall have considered in that behalf, and that this she shall in no wise omit. Herein fail not, and have you then [and] there this writ.

Witness John H. Henderson, register of said court, at office, in Blountsville, this 8th day of May, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 8th day of May, 1841.

Teste: JOHN H. HENDERSON, *Register.*

Executed on George Goffe, father and guardian of Elizabeth G. Goffe, the 20th of May, 1841.

A. JONES, *Sheriff.*

The State of Alabama, to any sheriff of the State of Alabama, greeting:

Whereas it has been represented to us in our court of chancery, on the part of Calvin Norris, David Stodder, Henry Parish, Daniel Parish, Thomas P. Norris, and LeRoy M. Wiley, late merchants and partners trading under the name and firm of Norris, Stodder & Co., complainants, that they have lately exhibited their bill of complaint in our said court of chancery, held at Blountsville, in the fifth chancery district of said State, against George Goffe, Joseph M. Goffe, Thomas Williams, jr., Louisa C. Goffe, James C. Lucy and Martha, his wife, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Louisa Goffe, to be relieved touching the matters therein complained of, in which bill it is stated that in an advertisement over the name of Joseph M. Goffe, as trustee, it is announced to be his intention to sell the land described in said deed of trust at the Blount springs, on the first day of May, 1841, which lands are described in the advertisement as follows, to wit, all that tract or parcel of land lying and being in the county of Blount, and State of Alabama, being the southwest quarter of section six, in township thirteen, of range two west, containing one hundred and sixty acres and forty-five hundredths of an acre, being the same commonly called the Blount springs tract; also that other tract or parcel of land adjoining the one above described, being the southeast quarter of section six, in township thirteen, of range two west of the basis meridian, containing one hundred and sixty acres and forty-five hundredths of an acre; also the northeast quarter of section seven, in the above named township thirteen, of range two west, together with the east half of the northwest quarter of section two, township thirteen, range three west. And it is, for certain causes set forth in said bill, prayed that the said Joseph M. Goffe, and all others, his agents, &c., be enjoined and restrained from making sale of said land or any part thereof, by virtue of said deed of trust. We, therefore, in consideration thereof, and of the particular matters in the said bill set forth, do require you as heretofore, in our name, that you command and enjoin the said Joseph M. Goffe, his counsellors, attorneys, solicitors, and agents, that they, and each and every of them, do abso-

lutely desist and refrain from making sale of any of the above described land, by virtue of said deed of trust, or any part or parcel thereof, or any of the land described in said deed of trust, until further order of our said court of chancery. Herein fail not.

Witness John H. Henderson, register of said court of chancery, at office, in Blountsville, this 25th day of June, in the year of our Lord eighteen hundred and forty-one, and of American independence the sixty-fifth year. Issued the 25th day of June, 1841.

Teste: JOHN H. HENDERSON, *Register*.

Chancery court held at Blountsville, October term, 1841.

Bill for injunction.

NORRIS, STODDER & Co.,
vs.
JOSEPH M. GOFFE, George Goffe, et al.

Come the complainants, by their solicitors; on whose motion George Goffe is appointed guardian ad litem of the infant defendants, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe; and it is ordered by the court that a copy of the order appointing him such guardian as aforesaid be served upon the said George Goffe by the sheriff of Blount county; it is further ordered and decreed by the court, that this bill be taken for confessed against Thomas Williams, jr., Louisa C. Goffe, Jones B. Lucy, and Martha Lucy, who have been served with process more than thirty days, and who have failed to answer; and on motion of complainants' solicitors, a rule is made that George Goffe, for himself, answer the allegations contained in complainants' bill, within sixty days after notice of this rule shall have been served upon him by the sheriff of Blount county; and on failure on his part to comply with the above rule, it is ordered further by the court, that an attachment issue against him to compel an answer in proper person, and this cause is continued.

Chancery court at Blountsville, October term, 1841.

NORRIS, STODDER & Co.,
vs.
GEORGE GOFFE et al.

Bill for an injunction.

Come the complainants, by their solicitors; on whose motion George Goffe is appointed guardian ad litem of the infant defendants, Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe; and it is ordered by the court that a copy of the order appointing him such guardian as aforesaid be served upon the said George Goffe by the sheriff of Blount county. And, on motion of complainants' solicitor, a rule is made, that George Goffe, for himself, answer the allegations

contained in complainants' bill within sixty days after notice of this rule shall have been served upon him by the sheriff of Blount county; and on failure, on his part, to comply with the above rule, it is ordered further, by the court, that an attachment issue against him to compel an answer in proper person; and this cause is continued.

To the sheriff of Blount county, greeting:

You are hereby commanded to serve George Goffe, if to be found in your county, with a true copy of the foregoing orders, and make return of this original within thirty days thereafter. Witness John H. Henderson, register of the chancery court, held at Blountsville, Alabama, at office in Blountsville, this 14th day of October, 1841, and of American independence the 66th year.

Teste: JOHN H. HENDERSON,
Register.

Received Oct. the 18th, 1841. Executed on George Goffe the 3d day of June, 1842. Joseph M. Goffe not found in my county.

A. JONES,
Sheriff of B. C.

Chancery court, June term, 1842.

NORRIS, STODDER & Co.,
vs.
GOSEPH M. GOFFE, GEORGE GOFFE, et al.

Come the complainants, by their solicitors; on whose motion so much of the rule entered at the last term of this court, as required the defendant, George Goffe, to answer within sixty days after the service of a copy of the rule, be set aside; and it is ordered and decreed that the complainants' bill be taken pro confesso against the said George Goffe; and it is further ordered and decreed, that said bill be taken pro confesso against Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, the three infant defendants for whom the said George Goffe was appointed guardian ad litem at the last term of this court; and this cause is continued.

NORRIS, STODDER & Co., complainants,
vs.
GEORGE GOFFE, Louisa C. Goffe, Joseph M. Goffe, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Caroline Maria Goffe, and Thomas Williams, jr.

In the chancery court, at Blountsville, in the State of Alabama.

Interrogatories filed by the above named complainants, to obtain the depositions of Elijah McPherson, John H. Henderson, and Matthias

Ward, to be read as evidence in behalf of the complainants in said cause.

Interrogatory 1st. To Elijah M. McPherson: Are you acquainted with the parties to this suit?

2d. Examine the annexed obligation, marked exhibit B, and state what you may know in relation to the making of the same, and the consideration thereof.

3d. Are you acquainted with the handwriting of said Williams? If so, state whether he signed his name to said instrument of writing, or not.

4th. Are you acquainted with the handwriting of George Goffe? And if so, examine the endorsements thereon made in his name, and tell whether done by him or not.

5th. Where is Joseph M. Goffe? What relation is he to George Goffe? And state whether solvent or insolvent.

6th. State, if you know, the pecuniary situation of the said George Goffe from the date of said instrument up to the present time.

7th. What was the discount in the bills of the Bank of the State of Alabama and its branches, on the first of October, 1838, at the time said obligation for five thousand dollars became due?

8th. Tell what you may know about an attempt, by Joseph M. Goffe or others of said defendants, to sell the lands including the Blount springs, and included in the deed, marked as exhibit A.

9th. Tell every thing you may know about the contract and sale of said tract of land, the pecuniary situation of said Williams, and George and Joseph M. Goffe, at and since the sale of said tract of land, and any thing you may know in relation to the matter in controversy.

The foregoing interrogatories are also filed to be severally answered by the said John H. Henderson and Matthias Ward.

This 15th day of May, in the year of our Lord 1843.

NORRIS, STODDER & CO.,
Complainants.

By their solicitors, HOPKINS & PARSONS.

Mr. George Goffe, Louisa C. Goffe, Joseph M. Goffe, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Caroline Maria Goffe, and Thomas Williams, junior.

You are hereby notified that we have filed the foregoing interrogatories with the register of the chancery court at Blountsville, Alabama, to take the depositions of the said Elijah McPherson, John H. Henderson, and Matthias Ward, to be read as evidence in our behalf, in the cause now pending in said court, wherein we are complainants and you are defendants.

NORRIS, STODDER & CO.,
Complainants.

By their solicitors, HOPKINS & PARSONS.

Filed this 15th day of May, 1843.

Test: J. H. HENDERSON, *Register.*

Executed, George Goffe and Jones C. Lucy, and a copy left with each of them, May the 27th, 1843.

A. JONES,
Sheriff of Blount county.
By his deputy, S. M. WALLACE.

THE STATE OF ALABAMA, *Blount county,*
Thirty-fourth chancery district.

To Thomas B. Shearer, esquire. Know ye, that in confidence of your prudence, circumspection, and fidelity, we do hereby commission, authorize, and require you to summon and cause to come before you, at such time and place as you may appoint, Elijah McPherson, John H. Henderson, and Matthias Ward, witnesses on the part of the complainants, in a certain matter of controversy pending in our court of chancery, held at Blountsville, for the thirty-fourth chancery district, wherein Norris, Stodder & Co., are complainants; and George Goffe, Joseph M. Goffe, Louisa C. Goffe, Jones C. Lucy, Martha Lucy, Thomas Williams, jr., Mary Louisa Goffe, Elizabeth G. Goffe, and Caroline Maria Goffe, are defendants; and them, after first being duly qualified, do you diligently examine upon the interrogatories accompanying this commission; and having recorded their answers to the several interrogatories, fairly and distinctly taken down in writing, send the same carefully sealed up, certified under your hand and seal, to the chancellor of our said court of chancery, that the same may be there on the third Monday after the fourth Monday in May last, ready to be read as evidence on the final hearing of said matters in controversy; and have you then there this writ.

Witness, John H. Henderson, register of our said court of chancery, at office, in Blountsville, this 6th day of June, in the year of our Lord eighteen hundred and forty-three, and of American independence the sixty-seventh year. Issued the 6th day of June, 1843.

Test: JOHN H. HENDERSON,
Register.

NORRIS, STODDER & Co., complainants,
vs.
GEORGE GOFFE, Louisa C. Goffe, Joseph M. Goffe, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Caroline Maria Goffe, and Thomas Williams, jr.

In the chancery court at Blountsville, in the State of Alabama.

THE STATE OF ALABAMA,
Blount county, ss:

By virtue of the annexed commission, to me directed from John H. Henderson, register of the chancery court of the thirty-fourth chan-

cery district of the State of Alabama, I have called and caused Elijah McPherson, Matthias Ward, and John H. Henderson, to come before me at the court-house, in the town of Blountsville, in said county, on the 9th day of June, 1843, for the purpose of taking their depositions in answer to the interrogatories accompanying and referred to in the annexed commission, propounded to them by Norris, Stodder & Co., that the same may be ready to read, as evidence in a certain matter of controversy pending in the said chancery court, to be held at the court-house in the town of Blountsville, on the third Monday after the fourth Monday in May last, wherein the said Norris, Stodder & Co., are complainants, and George Goffe, Louisa C. Goffe, Joseph M. Goffe, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Caroline Maria Goffe, and Thomas Williams, jr., are respondents; and the said Elijah McPherson, Matthias Ward, and John H. Henderson, being first duly sworn, and charged by me to speak the truth, the whole truth, and nothing but the truth, in answer to said interrogatories, deposeth and sayeth, separately, to wit:

Elijah McPherson deposeth and sayeth, 1st. That he has some acquaintance with David Stodder and Norris, of the firm of Norris, Stodder & Co., but that he does not know, nor has he any acquaintance with, the other members of said firm; that he is acquainted with George Goffe, Louisa C. Goffe, Joseph M. Goffe, Jones C. Lucy, Martha Lucy, Mary Louisa Goffe, Elizabeth G. Goffe, Caroline Maria Goffe, and Thomas Williams, jr.

2nd. That in relation to the obligation marked exhibit B, he presumes the same was made, in part, of consideration for the tract of land including the Blount springs, usually known as the Blount springs tract; that he was present when Thomas Williams, jr., and George Goff were trading in relation to said springs; that he understood from them at the time of the trade, that said Williams was to give the sum of sixty-four thousand dollars to said Goffe for the said Blount springs tracts, &c., to be paid in different annual instalments, but does not recollect all the various sums to be paid annually; but all were to bear interest at 6 per cent.

3rd. That he is acquainted with the handwriting of Thomas Williams, jr., and believes that the said Williams signed his name to said instrument of writing.

4th. That he is acquainted with the handwriting of George Goffe, and that he believes the endorsements made on said instrument of writing, made in his name, *was* made and done by him, the said George Goffe.

5th. That he does not know where Joseph M. Goffe is, but understands that he is in the republic of Texas; that said Joseph M. Goffe left this country in 1838 or 1839, and has not resided here since; that he has always understood the said Joseph M. Goffe is the brother of George Goffe, and that said Joseph M. Goffe is generally reported to be insolvent, and has been from the time of his removal.

6th. That about the time Joseph M. Goffe removed from this country it was generally reported that the said George Goffe had failed, and has been reported to be insolvent ever since.

7th. That the bills of the Bank of the State of Alabama, and the branches thereof, were on the 1st day of October, 1838, at a discount of 5 per cent. below specie.

8th. That he recollects seeing an advertisement in a newspaper, as marked exhibit E, purporting to be advertised in the name of Joseph M. Goffe, to sell the said Blount springs, as trustee.

9th. That Thomas Williams, jr., has been reported to be insolvent since some time in the spring of the year 1841; that there were seven several tracts of land, including and adjoining the Blount springs tract, sold by said George Goffe with the said Blount springs tract; and from reading the advertisement of said Joseph M. Goffe, in the Independent Monitor, published at Tuscaloosa, Alabama, he believes that it is the same lands sold by George Goffe to Thomas Williams, jr.; that he has already stated the pecuniary situation of George Goffe and Joseph M. Goffe, and that he knows nothing further in relation to the matter in controversy; and further this deponent saith not.

ELIJAH McPHERSON.

Sworn to and subscribed, before me, this 9th June, 1843.

THO. B. SHEARER, *Commiss'r.*

Matthias Ward deposeth and saith—

1. That he is acquainted with David Stodder, one of the firm of Norris, Stodder & Co.; that the other members of said firm he does not know; and that he is acquainted with all the respondents in the said suit.

2d. That the obligation marked exhibit B was written by George Goffe, and signed by Thomas Williams, jr., and was given for one of the instalments, as he believes, in the purchase of the Blount springs, and the lands adjoining.

3d. That he is acquainted with the handwriting of Thomas Williams, jr., and that his signature to said instrument of writing, marked B, is genuine.

4th. That he is acquainted with the handwriting of George Goffe, and that the endorsements of George Goffe and G. & J. M. Goffe, are both made by the said George Goffe.

5th. That Joseph M. Goffe left this State in June or July, in the year 1839, and removed to the Republic of Texas, and was residing there in April, 1840, when affiant saw him, and knows nothing of his removal from Texas; that he is the brother of George Goffe, so acknowledged by both the said George Goffe and Joseph M. Goffe; that the said George and Joseph M. Goffe, about one year before said Joseph M. Goffe removed from Alabama, became largely indebted, and was generally reported to be in failing circumstances at the time of the removal of said Joseph M. Goffe, and both have been reputed insolvent

ever since. That he, this affiant, had been a clerk in their mercantile establishment previous to removal of the said Joseph M. Goffe, and previous to the sale of the Blount springs to the said Thomas Williams, jr.; and that their indebtedness, at the time this affiant was clerking for them, the said Goffes, was the cause of their failure, as affiant believes, from debts contracted in the year 1838; and that his answer to interrogatory 5th includes all he knows in relation to the 6th interrogatory.

7th. That he has no distinct recollection as to the discount on Alabama bank notes, at the time said obligation became due; that it approximated near to specie, but was at a small discount.

8th. That he has seen an advertisement in the Independent Monitor, a paper published at Tuscaloosa, Alabama, marked exhibit E, to sell the Blount springs, purporting to be signed by said Joseph M. Goffe, as trustee; that he has heard George Goffe and Jones C. Lucy speak of having said Blount springs sold, as advertised by Joseph M. Goffe in the paper aforesaid. That he is acquainted with the lands sold by said George Goffe to said Thomas Williams, jr., and that the lands described in said advertisement he believes to be the same said Goffe sold to said Williams.

9th. That the said Thomas Williams, jr., has been reputed to be insolvent since the summer of 1838; that he has fully answered what he knows of the situation of George Goffe and Joseph M. Goffe, and that he knows nothing further in relation to the matters in controversy.

MATTHIAS WARD.

Sworn to and subscribed, before me, this 9th June, 1843.

THO. B. SHEARER, *Commiss'r.*

John H. Henderson deposeth and saith—

1st. That he is acquainted with David Stodder, one of the firm of Norris, Stodder & Co.; that the other members of said firm he knows not; that he is acquainted with George Goffe, Jones C. Lucy, Joseph M. Goffe, and Thomas Williams, jr., but that he is unacquainted with the other respondents.

2d. That he knows nothing of the obligation marked exhibit B, nor of the consideration for which the same was made.

3d. That he is acquainted with the handwriting of Thomas Williams, jr., and that he believes his signature to said instrument of writing is genuine.

4th. That he is acquainted with the handwriting of George Goffe, and that the endorsements on said instrument of writing, in his name, were made by him, the said George Goffe, as this affiant believes.

5th. That he does not know where Joseph M. Goffe now is; that he left this country in the summer of 1839, and has not, to his knowledge, returned; that said Joseph M. Goffe is reputed to be the brother of George Goffe; and that he knows nothing of the solvency or insolvency of the said Joseph M. Goffe.

6th. That he does not know the pecuniary situation of the said Geo.

Goffe from the date of said instrument up to the fall of 1840, but supposed him to be good to that time; since then this affiant considered him, the said George Goffe, to be failing, and finally insolvent.

7th. That the discount on bills of the Bank of the State of Alabama, and its branches, on the 1st day of October, 1838, was something like 5 per cent., not exceeding that amount.

8th. That he saw an advertisement, over the signature of Joseph M. Goffe, as trustee, in the Independent Monitor, a paper published at Tuscaloosa, a number of which paper containing said advertisement was marked exhibit E, and filed with the original bill, wherein it is proposed to sell, by virtue of a deed of trust executed by Thomas Williams, jr., to the said Joseph M. Goffe, trustee, on Saturday, the first day of May, 1841, at the Blount springs, in said county of Blount, the lands particularly described in the said advertisement.

9th. That he knows nothing of the contract and sale of said lands; that he knows nothing of the pecuniary situation of Thomas Williams, jr.; that he is reputed to be insolvent; that he has already answered to the pecuniary situation of George Goffe and Joseph M. Goffe, so far as affiant knows; and that he knows nothing further in relation to the matter in controversy, and further this deponent saith not.

JOHN H. HENDERSON.

Sworn to and subscribed before me, this 9th day of June, 1843.

THO. B. SHEARER,
Commissioner.

THE STATE OF ALABAMA,
Blount county, ss:

I, Thomas B. Shearer, certify, that the above depositions of Elijah McPherson, Matthias Ward, and John H. Henderson, were taken at the time and place mentioned in the caption, after the deponents had been sworn; that the said depositions were read to them, and heard throughout, and by them fully approved and signed; and that the said depositions were not out of my possession until they were sealed up and directed to the said John H. Henderson, register of the said chancery court.

Given under my hand and seal, this 9th day of June, 1843.

THO. B. SHEARER, [SEAL.]
Commissioner.

NORRIS, STODDER & Co., }
vs. }
GEORGE GOFFE et al. }

This cause is submitted for final hearing upon the bill, exhibits, and the depositions on file. One of the objects of the bill, and the only one now insisted upon by the complainants' solicitor, is the removal of Joseph M. Goffe, the trustee in the deed of trust exhibited, marked A, and the appointment by this court of another and a suitable trustee to carry out the object of said deed.

From the depositions on file, I find the grounds for the removal of said Joseph M. [Goffe] fully sustained, and the allegations upon that point in the bill sufficient for that object. I have therefore no difficulty in arriving at the conclusion, that the prayer of the bill to that extent should be now decreed.

The register will, therefore, enter the following decree:

Come the complainants, and each of the defendants, except Thomas Williams, jr., by their solicitors; and as to said Williams, the bill in this case has been duly taken as confessed upon personal service, and as to him this cause is heard ex parte; and this cause coming on to be heard, it is ordered, adjudged, and decreed, by the court, that the said Joseph M. Goffe, the trustee in the deed of trust from the said Thomas Williams, jr., to him for the benefit of George Goffe, and his assigns, &c., and marked exhibit A, be removed, and divested of all authority in virtue of said deed; and it is further declared and decreed, that a suitable individual be appointed such trustee, upon whom all and singular the powers and responsibilities of said trust, as conferred by the said deed, shall devolve, and it is referred to the register to report a suitable individual to receive the appointment aforesaid; and that upon making his report of the same, it is further declared and decreed, that such trustee shall thereupon, or before he enters upon the execution of said trust, shall enter into bond with sufficient security, payable to the said complainants, in the penal sum of ten thousand dollars, conditioned well and truly to perform the trusts conferred by said deed, which said bond shall be approved by the register of this court, and filed with him in this cause, and that the complainants pay the costs of this case to be taxed by the register.

J. L. MARTIN,
Chancellor.

I respectfully report to your honor, that Philip D. Clack, esq., would be a suitable person to act as trustee, in the place of Joseph M. Goffe, removed.

JOHN H. HENDERSON,
Register.

12th June, 1843.

The above report is in all things confirmed, no exception having been taken to the same.

J. L. MARTIN,
Chancellor.

THE STATE OF ALABAMA,
Northern chancery division, thirty-fourth district

I, John H. Henderson, register of said chancery court, do hereby certify, that the foregoing pages, commencing at one and concluding on forty-three, contain a full and perfect transcript of the record in the case of Norris, Stodder & Co., against George Goffe et al., carefully copied from the records in my office.

In testimony whereof I hereunto set my hand and affix the private, (there being no public or official) seal of said court, at [my] office in Blountsville, this seventh day of October, in the year of our [SEAL.] Lord eighteen hundred and forty-five, and of American independence the seventieth year.

JNO. H. HENDERSON,
Register of the 34th chancery district.

THE STATE OF ALABAMA, *ss:*

I, David G. Ligon, chancellor of the northern chancery division of said State, do certify that, John H. Henderson, whose name is subscribed to the foregoing certificate of attestation, was at the time of making the same register and master of the 34th district of said chancery division, duly appointed and sworn; that full faith and credit are due to all his official acts as such; that his said certificate is in due form of law, and his signature thereto is genuine.

Given under my hand, at chambers, in the town of Huntsville, this 6th day of June, 1849.

D. G. LIGON,
Chancellor.

Agreement in writing of the counsel of the parties.

(Agreement in writing of the counsel of the parties.)

PARISH & Co.
vs.
GOFFE et al.

I agree that the following persons shall be appointed by the clerk to take depositions in this case:

For Blount, John H. Henderson, Thomas B. Sharer.
For Jefferson, William Mudd, John F. Forrest.
For Tuscaloosa, James B. Wallace, Benj'n F. Porter.
For Mobile, John G. Aiken, John J. Walker.
For Dallas, George W. Gayle, Charles Edwards.
For Montgomery, Francis Bagbe, James C. Belser.
For Lowndes, D. M. Forney, Nathan Cook.

All the depositions now on file in this cause are to be read, so far as the matter is competent, and all to be taken before the above commissioners, on interrogatories filed to be read, as far as the matter is competent, if the cross interrogatories be answered, this 19th August, 1847.

S. PARSONS, *counsel for complainants.*
ROBINSON, *counsel for defendants.*"

(Endorsed.) "Filed 19th August, 1847.
Test: B. T. MOORE, *Clerk.*"

The plaintiffs' depositions.

The deposition of H. V. H. Voorhies. (1st deposition.)

The deposition of Henry V. H. Voorhies, the plaintiffs' witness.

THE UNITED STATES OF AMERICA,
State of Alabama.

Be it remembered, that, on this 20th day of October, A. D. one thousand eight hundred and forty-six, before me, Blanton McAlpin, mayor of the city of Mobile, not being of counsel or attorney to either [of the] parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of Henry Parish, Daniel Parish and others, composing the firm of Parish & Co., plaintiffs, and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thos. Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, defendants, nor interested in the event of said cause, personally appeared H. V. H. Voorhies, living in the city and county of Mobile, and State aforesaid, a witness of sound mind and lawful age, for the plaintiffs, who being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say:

That he resides in the city of Mobile, and was the book-keeper of the mercantile firm of Norris, Stodder & Co., of that city, prior to the first of October, 1838; that while he was so in the employ of that firm the firm of G. & J. M. Goffe, of Tuscaloosa, became indebted to the said firm of Norris, Stodder & Co., on account of goods sold and delivered in the sum of eleven thousand dollars and upwards; the note hereto attached, marked B, was taken from George Goffe in settlement of a part of the said debt; the endorsements on the note are in the proper handwriting of George Goffe, the payee of the note, and the note was delivered in the settlement aforesaid, prior to the maturity of the note, to the said firm of Norris, Stodder & Co., viz., on the third day of May, 1838. The debt of Norris, Stodder & Co., originated in the sales of goods to the said mercantile firm of G. & J. M. Goffe in the months of April and May, 1838.

And I, the said Blanton McAlpin, mayor, do hereby certify, that I am not of counsel or attorney to either of the said parties, or interested in the event of said cause.

I further certify, that the said defendants have no agent or attorney known to me, within one hundred miles of Mobile, the place of taking the said deposition, nor are the said defendants within one hundred miles of the same place, and no notice of the taking of this testimony has, for that reason, been served on any of them, and the said testimony was reduced to writing by me, and by the said witness subscribed in my presence. HENRY V. H. VOORHIES.

Day and date above written, before me at my office.

[SEAL.] BLANTON McALPIN, *Mayor of the city of Mobile.*

Attest: SAML. PENNY, *Clerk of the corporation.*"

(The note referred to as marked B is not attached hereto.)
Endorsed. Filed 4th November, 1836, in my office.
Test: B. T. MOORE, *Clerk.*"

The depositions of witnesses on the part of the plaintiffs, taken before George W. Morton, United States commissioner, on the 24th, 26th, 27th, and 28th days of October, 1846, and filed in the office of the clerk of said district court on the 10th day of November, 1846.

Deposition of H. M. Cone.

The deposition of Henry M. Cone.

UNITED STATES OF AMERICA,
Southern district of New York, city, county, and State of New York.

Be it remembered, that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled 'an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Henry M. Cone, to testify, and the truth to say, on the part and behalf of the plaintiffs in a certain suit or matter of controversy now pending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm, and known by the name, of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jun'r, Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants.

And the said Henry M. Cone, being about the age of twenty-nine years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Henry M. Cone, and he did thereupon depose, testify, and say as follows, viz:

That he lives in the city of New York, more than 100 miles from Huntsville, Alabama, the place of trial of the above cause; that he resided in the city of New York in 1837, and was clerk to the plaintiffs,

Parish & company, the individuals of which firm at that time were Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, and were doing business in the city of New York as a mercantile firm under the name of Parish & Co.; that he knew George Goffe at that time, and has since become acquainted with Joseph M. Goffe, and has been at the store of George & Joseph M. Goffe at Tuscaloosa, in 1838, where they were doing business as partners in the mercantile business, under the name and firm of G. & J. M. Goffe, and had been doing business under the same name in the year 1837; that he is well acquainted with the handwriting of George Goffe, one of the partners, and that about the date of the two notes annexed, and marked exhibit A and B, a bill of goods was sold to G. & J. M. Goffe, for which the above two notes were given, and were signed by George Goffe, one of the firm, and delivered to the plaintiffs; the notes were dated February 2d, 1837.

On being shown a letter, marked exhibit C, he says, the signature to the same is in the proper handwriting of George Goffe, one of the firm of G. & J. M. Goffe; that he knows Elam Covington, and saw him at the store of the plaintiffs, in September, 1837, when, under the authority contained in the said letter, marked exhibit C, he purchased a bill of goods of the plaintiffs for the firm of G. & J. M. Goffe, and gave the note, marked exhibit D, in payment for the same; that at that time deponent had no knowledge or information, nor had the said plaintiff any knowledge or information, to deponent's belief, that the said George Goffe had made any sale, assignment, or other transfer of any of his property for the benefit of his wife and children, or otherwise; and if the plaintiffs had known that the said George Goffe had sold the Blount springs property, and assigned or transferred the proceeds thereof, for the benefit of his wife and children, they would not have sold him the goods on credit; that neither of the said notes have ever been paid, to deponent's knowledge, information, and belief, and the said firm of G. & J. M. Goffe still remains indebted to the plaintiffs in the full amount of the said three notes; that all the defendants live more than one hundred miles from the city of New York, and have no attorney or agent, to deponent's knowledge, within one hundred miles of the city of New York.

HENRY M. CONE.

Read to and subscribed by the witness, Henry M. Cone, on his examination before me, October 24th, 1846.

GEO. W. MORTON,
United States Commissioner.

Exhibit A to deposition of H. M. Cone.

Exhibit A.

$5,168 $\frac{66}{100}$. "NEW YORK, *February 2d*, 1837.

Twelve months after date we promise to pay, to the order of Parish

& Co., five thousand one hundred and sixty-eight $\frac{3}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile; value received.

G. & J. M. GOFFE."

Exhibit B to deposition of H. M. Cone.

Exhibit B.

$5,169. "NEW YORK, *February 2d*, 1837.

Thirteen months after date we promise to pay, to the order of Parish & Co., five thousand one hundred and sixty-nine dollars at the Branch of the Bank of the State of Alabama, at Mobile; value received.

G. & J. M. GOFFE.

Exhibit C to deposition of H. M. Cone.

Exhibit C.

"TUSCALOOSA, *August 7th*, 1837.

FRIEND NORRIS: Allow us to make you acquainted with Mr. Elam Covington, the young gentleman who came out from your city to Alabama last winter with us, and who has been in our employment as a clerk ever since. We now send him back to purchase for us a seasonable assortment of goods to add to our present stock for the coming winter's business. So far we have succeeded pretty satisfactorily on the stock purchased last season, and think an additional supply now necessary to the continuance of business. We believe that we are making money, which is the great inducement to extend our interest, and know that we are in as good a situation to protect our names and standing as the most of our southern merchants; on this subject, however, you will be pleased to take the liberty to interrogate Mr. C. to your full understanding and satisfaction. For this purpose we prefer to send him on in the room of one of ourselves, since he can have no motive, (about half of one line here is torn off of this letter.)

We write this particular because we are well aware of the condition of the times, the late revolution in all mercantile transactions, and the delicate hesitation under which the northern merchants do, and justly should, labor in selling to southern merchants. Still we are confident the great moneyed oppression has mostly been felt by the banks, commission houses, and speculators, and does not apply so directly to the common planters of our country, who have within the last three years mostly got out of debt from the high price of their cotton, and who now are the greatest and most able consumers of goods. For this reason we cannot but believe that the sale of merchandise in our State will be as good hereafter as it ever was, and perhaps better to those who are able to get goods on fair terms; because it is a well known fact that credit in New York has been too cheap heretofore, and that it now requires the best assurance of solvency by southern merchants to effect

purchases, which circumstance alone will drive many rotten concerns from the trade, and leave the country much reduced in stock.

For these reasons we want the goods, and say to you, if your house is still doing a southern business, and feel warranted to sell us another moderate bill, on not less time than 9 months, Mr. Covington will select the goods, and sign our names to a note payable in bank at Mobile, as we are now comfortably established in business at this place and at Blount springs, designing to continue for a long time; it is an object, as you well know, for us to sustain our credit, which prompts us to combine this course with our other means to be enabled to meet our engagements this winter without great trouble and disappointment.

We write thus familiarly to you alone, friend Thomas, because from our long acquaintance you have the greatest right to have the greatest confidence in our resources and intentions. Should your house, however, fail, from any circumstances whatever, to send us more goods, you cannot do us a more friendly service, or others a more justifiable one, than to assist Mr. Covington by reference in his purchases, which we most respectfully solicit. As the exchanges of the country will probably be in an unsettled state for some time, it is our present purpose to buy cotton with which to make remittances.

We remain, your obedient servants,

G. & J. M. GOFFE."

(Endorsed.)—PARISH & Co., New York."

Exhibit D to deposition of H. M. Cone.

Exhibit D.

$953 $\frac{25}{100}$. NEW YORK, *September* 22, 1837.

Nine months after date we promise to pay, to the order of Parish & Co., nine hundred and fifty-three $\frac{25}{100}$ dollars, at the Branch of the Bank of the State of Alabama, at Mobile; value received.

G. & J. M. GOFFE.
By ELAM COVINGTON, *Attorney.*

Deposition of T. L. White.

The deposition of Thomas L. White.

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February

20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and an act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and [cause] to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the southern district of New York, in the State aforesaid, Thomas L. White, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now pending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants; and the said Thomas L. White, being about the age of twenty-three years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Thomas L. White, and he did thereupon depose, testify, and say as follows, viz:

That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that in February, 1837, he was clerk in the store of Collins, Keese & Co., merchants, doing business in the city of New York; that on or about the 17th of February, 1837, the firm of George & J. M. Goffe purchased a bill of goods of Collins, Keese & Co., amounting, including six months interest, to three hundred and ninety-six $\frac{46}{100}$ dollars, for which they gave a note at twelve months, which was unpaid at maturity, and protested for non-payment.

THOMAS L. WHITE.

Read to and subscribed by the witness, Thomas L. White, in his examination before me, October 24th, 1846.

GEORGE W. MORTON,
U. S. Commissioner.

Deposition of H. L. Booraem.

The deposition of Henry A. Booraem.

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the

United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States," passed February 20, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial court of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Henry A. Booraem to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, and Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Henry A. Booraem, being about the age of thirty-one years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Henry A. Booraem, and he did thereupon depose, testify, and say as follows, viz:

That he lives in Hudson county, New Jersey, more than 100 miles from Huntsville, Alabama, the place of trial of the above cause; that in the month of February, 1837, he was one of the firm of Booraem & Co., merchants, doing business in the city of New York, and continued a member of that firm during the whole of the year 1837; that on or about the 4th of February, 1837, deponent, as one of the firm of Booraem & Co., sold to the firm of G. & J. G. Goffe a bill of goods, which, with six months interest, amounted to $2,129 49 *dolls.*, and took their note at twelve months payable at Tuscaloosa, which note was unpaid at maturity; that on the 16th of September and 9th of October, 1837, Elam Covington, as the attorney of the firm of G. & J. M. Goffe, purchased of deponent's house two bills of goods for the said firm of G. & J. M. Goffe, the two amounting to $387 $\frac{44}{100}$, and gave a note as the attorney of the said firm for the same, payable at Mobile, Alabama, at eight months, which note remained and was unpaid at maturity. The note was dated September 16th, 1837. That if deponent's house had known that George Goffe, one of the firm of G. & J. M. Goffe, had sold a large amount of his real estate, and transferred the proceeds for the benefit of his wife and children, they would not have sold him the goods on credit.

HENRY A. BOORAEM.

Read to and subscribed by the witness, Henry A. Boraem, on his examination before me, October 24th, 1846.

GEO. W. MORTON,
U. S. commissioner."

Deposition of Alfred Willis.

The deposition of Alfred Willis.

"UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on the twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,' " passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Alfred Willis, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Alfred Willis, being about the age of forty-two years, and having been by me first cautioned and affirmed to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Alfred Willis, and he did thereupon depose, testify, and say as follows, viz:

That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause; that, in September, 1837, he was one of the firm of Willis & Brothers, of the city of New York; that his house, in September, 1837, sold a bill of goods to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, on credit, for which they took their note, amounting [to] $433, at twelve

months; which note remained due and unpaid at maturity; the note was dated September 12th, 1837.

ALFRED WILLIS.

Read to and subscribed by the witness, Alfred Willis, on his examination before me, October 24th, 1846.

GEO. W. MORTON,
U. S. commissioner."

Deposition of Chs. M. King.

(The deposition of Charles M. King.)

"UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, in the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Charles M. King, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Charles M. King, being about the age of forty-eight years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Charles M. King, and he did thereupon depose, testify, and say as follows, viz:

That he lives in Newark, New Jersey, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause; that in February, 1837, he was one of the firm of Halsey, Utter & Co.,

of Newark, New Jersey; that, on or about 15th of February, 1837, their firm sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $1,316 $\frac{73}{100}$, on a credit of nine months, for which the said firm took a note of said G. & J. M. Goffe; which note remained due and unpaid at maturity, as deponent believes, as a suit was commenced for the recovery of a large portion of it.

CHARLES M. KING.

Read to and subscribed by the witness, Charles M. King, on his examination before me. October 24th, 1846.

GEO. W. MORTON, *U. S. Com.*

Deposition of Christopher Wolfe.

(The deposition of Christopher Wolfe.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled 'an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Christopher Wolfe, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined, in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm, and known by the name of Parish & Co., are plaintiffs, and Austin Murphree, adm'r of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants; and the said Christopher Wolfe, being about the age of fifty-three years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Christopher Wolfe, and he did thereupon depose, testify, and say as follows, viz: That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial;

that on the 10th of February, 1837, deponent was the senior partner of the late firm of Wolfe and Clarke, and doing business in the city of New York; that on the 10th and 11th of February, 1837, the said firm sold to G. & J. M. Goffe, of Tuscaloosa, Alabama, two bills of goods for hardware, amounting together to $1,939 $\frac{59}{100}$ on credit, for which, adding interest (for an extension of credit) of $33 $\frac{93}{100}$, they, G. & J. M. Goffe, gave their note at twelve months for $1,973 $\frac{52}{100}$, which said note was not paid at maturity.

CHRIS. WOLFE.

Read to and subscribed by the witness, Christopher Wolfe, on his examination before me, Oct. 24th, 1846.

GEO. W. MORTON, *U. S. Com.*

Deposition of George Williams.

(The deposition of George Williams.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February, 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled 'an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, George Williams, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain matter or suit of controversy, now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, adm'r of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants; and the said George Williams, being about the age of twenty-three years, and having been by me first cautioned and affirmed to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said George Williams, and he did thereupon depose, testify, and say as fol-

lows, viz: That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause, that he was a clerk in the employ of J. & W. Townsend, of the city [of] New York, merchants, in the year 1837; that on or about the tenth of February, 1837, the house of J. & W. Townsend sold to G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $520 $\frac{29}{100}$, on a credit, for which they took their note at twelve months, which note was not paid at maturity; they also, on the 14th of September, 1837, sold the same firm of G. & J. M. Goffe another bill of goods, amounting to $382 $\frac{10}{100}$ on a credit of eight months, for which they also took their note at eight months, which note was not paid at maturity; that neither deponent or the said J. & W. Townsend had any knowledge, when the said last bill of goods was sold, that George Goffe, one of the firm of G. & J. M. Goffe, had sold a portion of his real estate and transferred the proceeds for the benefit of his wife and children; that had they known the fact of such sale and transfer they would not have sold the said G. & J. M. Goffe the said bill of goods on credit.

GEO. WILLIAMS.

Read to and subscribed by the witness, George Williams, on his examination before me, this 24th day of October, 1846.

GEO. W. MORTON, *U. S. Com.*

Deposition of N. T. Concklin.

(The deposition of Noah T. Concklin.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the southern district of New York, in the State aforesaid, Noah T. Concklin, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas

Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs, and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Noah T. Concklin, being about the age of thirty-one years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Noah T. Concklin, and he did thereupon depose, testify, and say as follows, viz:

That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that he was a clerk in the employ of Jonas Concklin, of the city of New York, during the year 1837; that on the 16th of September and the 7th of October, 1837, Jonas Concklin sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, two bills of goods, amounting in all to $1035 02, including interest after six months, on a credit of nine months, for which he took their note, which was not paid at maturity as deponent believes; that neither deponent nor Jonas Concklin, as deponent believes, had any knowledge at that time that the said George Goffe, one of the firm of G. & J. M. Goffe, had at that time sold a large portion of his real estate and transferred the proceeds for the benefit of his wife and children, and had deponent or the said Jonas Concklin known such to be the fact, he would not have sold the said G. & J. M. Goffe the said bill of goods on credit.

NOAH T. CONCKLIN.

Read to and subscribed by the witness, Noah T. Concklin, on his examination before me, October 24th, 1846.

GEO. W. MORTON,
U. S. commissioner.

Deposition of Allen B. Marvin.

(The deposition of Allen B. Marvin.)

"UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in

civil causes depending in the courts of the United States,' " passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Allen B. Marvin, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Allen B. Marvin, being about the age of forty-four years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Allen B. Martin, and he did thereupon depose, testify, and say as follows, viz:

That he lives in Brooklin, King's county, more than one hundred miles from Huntsville, Alabama, the place of trial; that during the year 1836 and 1837, deponent was one of the firm of Chandler, Marvin & Co., of the city of New York, merchants; that on or about the 30th of December, 1836, they sold a bill of goods to G. & J. M. Goffe, of Tuscaloosa, Alabama, on credit, amounting to $844 $\frac{68}{100}$, which fell due on the 10th of August succeeding, and was unpaid on the first of November, 1837.

A. B. MARVIN.

Read to and subscribed by the witness, A. B. Marvin, on his examination before me, October 24th, 1846.

GEO. W. MORTON,
U. S. commissioner.

The deposition of Samuel Swift.

(The deposition of Samuel Swift.)

"UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered that, on this twenty-fourth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depend-

ing in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Samuel Swift, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Samuel Swift, being about the age of thirty-one years, and having been by me first duly cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Samuel Swift, and he did thereupon depose, testify, and say as follows, viz:

That he lives at Brooklin, King's county, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that he was one of the firm of Man, Swift & Co., merchants, doing business in the city of New York during the year 1837; that on or about the 9th of September, 1837, deponent's house sold to G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods, amounting to about $314, on a credit of eight months, for which they took the said G. & J. M. Goffe's note at eight months, which said note has not been paid in full to this date.

SAMUEL SWIFT.

Read to and subscribed by the witness, Samuel Swift, on his examination before me.

GEO. W. MORTON, *U. S. Com.*

(The deposition of Lincoln Bates.)

Deposition of Lincoln Bates.

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-sixth day of October, in the year of our Lord one thousand eight hundred and forty, I, George W. Morton, a commissioner duly appointed by the circuit court of the

United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Lincoln Bates, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Lincoln Bates, being about the age of forty-nine years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Lincoln Bates, and he did thereupon depose and say as follows, viz: That he lives at Jersey City, Hudson county, New Jersey, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that he was acquainted with G. & J. M. Goffe, of Tuscaloosa, Alabama; that on the 10th day of February, 1837, the said G. & J. M. Goffe purchased of deponent a bill of goods amounting to $2,286 49, and gave their note for the same, which was not paid at maturity; a suit was commenced for the recovery of the same, and the said note still remains due and unpaid; that deponent at the time of the sale of the said goods was salesman and clerk for Baker, Johnson & Co., of the city of New York, merchants, and as such salesman sold the above mentioned goods for the said Baker, Johnson & Co., and took the note of the said G. & J. M. Goffe, and to [and] for the said Baker, Johnson & Co. LINCOLN BATES.

Read to and subscribed by the said Lincoln Bates, on his examination before me this 26th day of October, 1846.

GEO. W. MORTON, *U. S. Com.*

(The deposition of Henry M. Meade.)

The deposition of H. M. Meade.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

Be it remembered, that on this twenty-seventh day of October, in

the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in *causes* of the United States, passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Henry M. Meade, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined, in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Henry M. Meade, being about the age of forty-two years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Henry M. Meade, and he did thereupon depose, testify, and say as follows, viz: That he resides at Jersey city, Hudson county, State of New Jersey, more than one hundred miles from Huntsville, Alabama; that in the year 1837 he was one of the firm of Clute & Meade, merchants, doing business in the city of New York; that he was acquainted with the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama; that on or about [the] 18th of February, 1837, the firm of Clute & Meade sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $504 70, on [a] credit of thirteen months, for which they took their note at thirteen months, which note was not paid at maturity. That, on or about the 7th of October, 1837, they also sold the said firm another bill of goods, amounting [to] $404 42, on a credit of nine months, for which they took a note of the said G. & J. M. Goffe, which was not paid at maturity. That if the firm of Clute & Meade had known in October, 1837, that George Goffe, one of the firm of G. & J. M. Goffe, had sold the Blount springs property, and transferred the proceeds thereof for the benefit of his wife and children, they would not have sold the said G. & J. M. Goffe a bill of goods on credit.

HENRY M. MEADE.

Subscribed and sworn to by the witness, Henry M. Meade, on his examination before me, October 27th, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Peter S. Duryee.

(The deposition of Peter S. Duryee.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and forty-six, I, Geo. W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Peter S. Duryee, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Peter S. Duryee, being about the age of forty years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Peter S. Duryee, and he did thereupon depose, testify, and say, as follows, viz:

That he lives in Essex, State of New Jersey, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause; that, in 1837, he was one of the firm of William Rankin & Co., doing business in the city of New York; that, on or about the thirteenth day of February, 1837, the said firm of William Rankin & Co. sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $677 70, on credit, for which they took their note; that,

on or about the 12th of October, 1837, they also sold the said firm of G. & J. M. Goffe another bill of goods on credit, amounting to $498 26, and took their note for the amount; that nothing was paid on either of the said notes previous to January 1st, 1838, as appears by their books, and as he verily believes. That if the firm of William Rankin & Co., had known in October, 1837, that George Goffe, one of the said firm of G. & J. M. Goffe, had sold the Blount springs property, and transferred or assigned the proceeds thereof for the benefit of his wife and children, they would not have sold the said G. & J. M. Goffe goods on credit.

PETER S. DURYEE.

Subscribed and sworn to by the witness, Peter S. Duryee, on his examination before me, this 27th day of October, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Robert N. Tinson.

(The deposition of Robert N. Tinson.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Robert N. Tinson, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Robert N. Tinson, being about

Subscribed and sworn to by the witness, Henry M. Meade, on his examination before me, October 27th, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Peter S. Duryee.

(The deposition of Peter S. Duryee.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and forty-six, I, Geo. W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Peter S. Duryee, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Peter S. Duryee, being about the age of forty years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Peter S. Duryee, and he did thereupon depose, testify, and say, as follows, viz:

That he lives in Essex, State of New Jersey, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause; that, in 1837, he was one of the firm of William Rankin & Co., doing business in the city of New York; that, on or about the thirteenth day of February, 1837, the said firm of William Rankin & Co. sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $677 70, on credit, for which they took their note; that,

on or about the 12th of October, 1837, they also sold the said firm of G. & J. M. Goffe another bill of goods on credit, amounting to $498 26, and took their note for the amount; that nothing was paid on either of the said notes previous to January 1st, 1838, as appears by their books, and as he verily believes. That if the firm of William Rankin & Co., had known in October, 1837, that George Goffe, one of the said firm of G. & J. M. Goffe, had sold the Blount springs property, and transferred or assigned the proceeds thereof for the benefit of his wife and children, they would not have sold the said G. & J. M. Goffe goods on credit.

PETER S. DURYEE.

Subscribed and sworn to by the witness, Peter S. Duryee, on his examination before me, this 27th day of October, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Robert N. Tinson.

(The deposition of Robert N. Tinson.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Robert N. Tinson, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Robert N. Tinson, being about

Subscribed and sworn to by the witness, Henry M. Meade, on his examination before me, October 27th, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Peter S. Duryee.

(The deposition of Peter S. Duryee.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-seventh day of October, in the year of our Lord one thousand eight hundred and forty-six, I, Geo. W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Peter S. Duryee, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Peter S. Duryee, being about the age of forty years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Peter S. Duryee, and he did thereupon depose, testify, and say, as follows, viz:

That he lives in Essex, State of New Jersey, more than one hundred miles from Huntsville, Alabama, the place of trial of the above cause; that, in 1837, he was one of the firm of William Rankin & Co., doing business in the city of New York; that, on or about the thirteenth day of February, 1837, the said firm of William Rankin & Co. sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $677 70, on credit, for which they took their note; that,

on or about the 12th of October, 1837, they also sold the said firm of G. & J. M. Goffe another bill of goods on credit, amounting to $498 26, and took their note for the amount; that nothing was paid on either of the said notes previous to January 1st, 1838, as appears by their books, and as he verily believes. That if the firm of William Rankin & Co., had known in October, 1837, that George Goffe, one of the said firm of G. & J. M. Goffe, had sold the Blount springs property, and transferred or assigned the proceeds thereof for the benefit of his wife and children, they would not have sold the said G. & J. M. Goffe goods on credit.

PETER S. DURYEE.

Subscribed and sworn to by the witness, Peter S. Duryee, on his examination before me, this 27th day of October, 1846.

GEO. W. MORTON,
U. S. commiss'r.

Deposition of Robert N. Tinson.

(The deposition of Robert N. Tinson.)

UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "An act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts, in the city of New York, in the said southern district of New York, in the State aforesaid, Robert N. Tinson, to testify, and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Robert N. Tinson, being about

the age of forty-one years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Robert N. Tinson, and he did thereupon depose, testify, and say as follows, viz:

That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that, in the year 1837, he was one of the firm of Webb & Tinson, merchants, doing business in the city of New York; that, on the 17th day of February, 1837, they sold a bill of goods to G. & J. M. Goffe, of Tuscaloosa, Alabama, amounting to $568 21, on a credit of seven months, and took their note for the amount, due the 17th and 20th September following; which note was not paid at maturity, and still remains due and unpaid to witness or his firm.

ROBERT N. TINSON.

Subscribed and sworn to by the witness Robert N. Tinson, on his examination before me, Oct. 28, 1846.

GEO. W. MORTON,
U. S. Com'r."

(*The deposition of Robert C. Wetmore.*)

Deposition of Ro. C. Wetmore.

"UNITED STATES OF AMERICA,
Southern district of New York,
City, county, and State of New York, ss:

Be it remembered, that, on this twenty-eighth day of October, in the year of our Lord one thousand eight hundred and forty-six, I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office at the United States courts in the city of New York, in the said southern district of New York, in the State aforesaid, Robert C. Wetmore, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy now depending and undetermined in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Norris, composing the firm and known by the name of Parish & Co., are

plaintiffs; and Austin Murphree, adm. of Geo. Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin, and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants. And the said Robert C. Wetmore being about the age of years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth, in the matter of controversy aforesaid, I did carefully examine the said Robert C. Wetmore, and he did thereupon depose, testify, and say as follows, viz: That he lives in the city of New York, more than one hundred miles from Huntsville, Alabama, the place of the trial of the above cause; that during the year 1837 he was one of the firm of R. C. Wetmore & Co., merchants, doing business in the city of New York; that on or about the 17th day of February, 1837, they sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to $723 74, on a credit of twelve months, and took their note for the same, which note was not paid at maturity, and has not been paid to witness or his firm to this day.

ROBT. C. WETMORE.

Read to and subscribed by the witness Robert C. Wetmore, on his examination before me.

GEO. W. MORTON,
U. S. Com'r.

Certificate of George W. Morton, U. S. Com'r.

"UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, George W. Morton, a commissioner duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit, under and by virtue of the acts of Congress, entitled "an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812; and the act of Congress, entitled "an act in addition to an act entitled an act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed March 1st, 1817; and the act entitled "an act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify, that the reason for taking the foregoing deposition is, and the fact is, the witnesses are all material and necessary in the cause in the caption of said deposition named; and that they all live more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause.

I further certify, that no notification of the time and place of taking the said depositions signed by me was made out and served on the adverse parties, or their attorneys or agents, to be present at the taking of the depositions, and to put interrogatories if he or they might think fit, because neither of the adverse parties, or their attorney or agent, are

within one hundred miles of the city of New York, the place of caption or taking of said depositions.

I further certify, that on the 24, 26, 27, and 28th days of October, in the year of our Lord one thousand eight hundred and forty-six, I was attended by Jeremiah E. Cary, of counsel for the plaintiffs, and by the witnesses, who are of sound mind and lawful age, and the witnesses were by me first carefully examined, and cautioned, and sworn or affirmed, to testify the truth, the whole truth, and nothing but the truth, and the depositions were by me reduced to writing in the presence of the witnesses, and from their statements; and, after carefully reading the same to the witnesses, they subscribed the same in my presence. I have retained the said depositions in my possession for the purpose of sealing up, directing, and depositing in the post office in the city of New York the same with my own hand for the court for which the same was taken.

And I do further certify, that I am not of counsel nor attorney for either of the parties in the said depositions and caption named, nor in any way interested in the event of the cause named in the said caption.

In testimony whereof I have hereunto set my hand and seal, this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first. GEO. W. MORTON, [L. S.]

United States commissioner, duly appointed by the circuit court of the United States, for the southern district of New York, in the second circuit."

Judge's certificate that G. W. Morton was duly appointed U. S. commissioner.

UNITED STATES OF AMERICA,
Southern district of New York, ss:

I, Samuel R. Betts, one of the judges of the circuit court of the United States of America, for the southern district of New York, second circuit, do hereby certify, that I am well acquainted with the handwriting of George W. Morton, whose name is subscribed to the annexed certificate and depositions, and that the signature to the same is in his proper handwriting. And I do further certify, that he was, at the time of signing the same, a commissioner duly appointed by the circuit court of the United States of America, for the southern district of New York, under and by virtue of the acts of Congress set forth in said certificate.

In testimony whereof I have hereunto subscribed my name, and caused to be affixed the seal of the said circuit court, this twenty-ninth day of October, in the year of our Lord one thousand eight hundred and forty-six, and of the independence of the United States the seventy-first.

[L. S.]

SAML. R. BETTS,
U. S. judge, &c.

(Endorsed on the foregoing depositions, taken by said George W. Morton, U. S. commissioner:) Filed 10th November, 1846.
Teste: B. T. MOORE, *Clerk.*

The deposition of H. V. H. Voorhies. (2d deposition.)

(The second deposition of Henry V. H. Voorhies.)

THE UNITED STATES OF AMERICA,
State of Alabama.

Be it remembered, that, on this eighteenth day of November, A. D. one thousand eight hundred and forty-six, before me, Blanton McAlpin, mayor of the city of Mobile, not being of counsel or attorney to either parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, at Huntsville, in the name of Henry Parish, Daniel Parish, and others, composing the firm of Parish & Co., plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris, and David Stodder, defendants, nor interested in the event of said cause, personally appeared Henry V. H. Voorhies, living in the city and county of Mobile, and State aforesaid, a witness of sound mind and lawful age, for the said plaintiffs, who, being by me first carefully examined, and cautioned, and sworn to testify the whole truth, did depose and say: That he resides in the city of Mobile, and was the book-keeper of the mercantile firm of Norris, Stodder & Co., of that city, prior to the first of October, 1838; that while he was so in the employ of that firm, the firm of G. & J. M. Goffe, of Tuscaloosa, became indebted to the said firm of Norris, Stodder & Co., on account of goods sold and delivered, in the sum of eleven thousand dollars and upwards. The note hereto filed with this deposition, marked B, signed Thomas Williams, jr., [seal,] payable on the 1st October, 1838, to George Goffe or bearer, for five thousand dollars, with interest at the rate of six per cent. per annum from 12th September, 1837, endorsed George Goffe, G. & J. M. Goffe, was taken from George Goffe in settlement of a part of said bill. The endorsements on the note in the names of George Goffe and G. & J. M. Goffe, are in the proper handwriting of George Goffe, the payee of the note, and the note was delivered in the settlement aforesaid, prior to the maturity of the note, to the said firm of Norris, Stodder & Co., viz., on the third day of May, 1838. The debt of Norris, Stodder & Co., originated in the sales of goods to the said mercantile firm of G. & J. M. Goffe, in the months of April and May, 1838; and the said George Goffe and Joseph M. Goffe were partners in the mercantile business in the year 1837, and previously, under the firm of G. & J. M. Goffe; and the said J. M. Goffe left the State of Alabama shortly after that year, and remains away, and both became insolvent.

HENRY V. H. VOORHIES.

And I, the said Blanton McAlpin, mayor, do hereby certify, that I am not of counsel or attorney to either of the said parties, or interested in the event of said cause. I further certify, that the said defendants have no agent or attorney, known to me, within one hundred miles of Mobile, the place of taking the said deposition, nor are the said defendants within one hundred miles of the same place, and no notice of the taking of this testimony has for that reason been served on any of them, and that the said testimony was reduced to writing by me, and by the said witness subscribed in my presence.

HENRY V. H. VOORHIES.

Attest: BLANTON McALPIN,
Mayor of the city of Mobile.

[L. S.] Attest: SAML. PENNY,
Clerk of the corporation.

Exhibit B.

(Exhibit B.)

$5,000—Interest $315, 1 y. and 18 d.—$5,315.

On the 1st of October, 1838, I promise to pay George Goffe or bearer five thousand dollars, for value received in the purchase of Blount springs, with interest at the rate of six per cent. per annum, from this 12th of September, 1837; to be paid in bills of the Bank of the State of Alabama, or any of its branches. Witness my hand and seal.

THOMAS WILLIAMS, JR. [SEAL.]

$5,315—due October, 1838.

(Endorsed.) George Goffe, G. & J. M. Goffe.

(Endorsed on deposition.) Filed in my office the 1st December, 1846.

Teste: B. T. MOORE, *Clerk, D. C.*

Deposition of P. Phillips.

(The deposition of P. Phillips.)

THE UNITED STATES OF AMERICA,
State of Alabama.

Be it remembered, that, on this nineteenth day of November, A. D. one thousand eight hundred and forty-six, before me, Blanton McAlpin, mayor of the city of Mobile, not being of counsel or attorney to either parties in a certain civil cause depending in the district court of the United States of America, for the northern district of Alabama, in the name of Henry Parish, Daniel Parish, and others, composing the firm of Parish & Co., plaintiffs; and Austin Murphree, admr. of George Goffe, deceased, and Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goffe, Calvin Norris,

and David Stoddard, defendants; not interested in said cause, personally appeared P. Philips, living in the city and county of Mobile, State aforesaid, a witness, of sound mind and lawful age, for the said plaintiffs, who being by me first examined, and cautioned, and sworn to testify the whole truth, did depose and say, that he has examined the note annexed, marked B, signed by Thomas Williams, jr., dated 12th September, 1837, payable 1st October, 1838, in favor of George Goffe, or bearer, for $5,000, with interest from 12th September, 1837, at the rate of six per cent. per annum; and is well acquainted with the handwriting of said Williams; has seen him write often, having for some years practised law with him, and has no hesitation in saying that the said signature was made by him.

P. PHILIPS.

And I, the said Blanton McAlpin, mayor, do hereby certify, that I am not of counsel or attorney to either of the said parties, or interested in the event of said cause. I further certify, that the said defendants have no agent or attorney known to me within one hundred miles of Mobile, the place of the taking said deposition, nor are the said defendants within one hundred miles of the same place, and no notice of the taking of this testimony has for that reason been served on any of them; and that the said testimony was reduced to writing by me, and by the said witness subscribed in my presence.

[L. S.] BLANTON McALPIN,
Mayor of the city of Mobile.

Attest: SAM'L PENNY,
Clerk of the corporation.

(No exhibit B is annexed hereto.)

(Endorsed on deposition.) Filed this 1st December, 1846.

Teste: B. T. MOORE, *Clerk*, *D. C.*

Depositions of Nath'l Harris and J. L. Bingham.—(The depositions of Nathaniel Harris and Joseph L. Brigham.)

UNITED STATES OF AMERICA,
District of Massachusetts.

Be it remembered, that, on this twentieth day of January, in the year of our Lord one thousand eight hundred and forty-seven, I, Charles Levi Woodbury, a commissioner duly appointed by the circuit court of the United States, for the district of Massachusetts, under and by virtue of the seal of said court, did call and cause to be and personally appear before me, at my office, at Boston, in the State of Massachusetts, in the district aforesaid, Nathaniel Harris and Joseph L. Brigham, to testify and the truth to say, on the part and behalf of the plaintiffs, in a certain suit or matter of controversy, now depending and undetermined, in the district court of the United States, for the northern district of Alabama, at Huntsville, Alabama, wherein Henry Parish, Daniel Parish, Thomas Parish, LeRoy M. Wiley, John R. Marshall, and Thomas P. Nor-

ris, composing the firm and known by the name of Parish & Co., are plaintiffs; and Austin Murphree, administrator of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., Philip D. Clack, Martha Lucy, Addison Boykin and wife, Elizabeth G. Goff, Calvin Norris, and David Stodder, are defendants; and the said witnesses being each of the age of twenty-one years and upwards, and being by me first cautioned to testify the *the* truth, and nothing but the truth, did depose, the said Nathaniel Harris, as follows:

Deposition of Nath'l Harris.

I, Nathaniel Harris, do say, that I live in Boston, in the State of Massachussetts, more than one hundred miles from Huntsville, Alabama, the place of trial of the above entitled cause; that in the year eighteen hundred and thirty-seven, I was a member of the firm of Walker, Emerson & Co., merchants of the city of Boston; that on or about the 7th October, 1837, we sold to the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, a bill of goods amounting to nine hundred and thirty-seven dollars and eighty-six cents, on a credit of eight months, and we took the note of said G. & J. M. Goffe, due eight months after date; this note was not paid at maturity; at the time we sold said lot of goods to the Goffes, we were not aware that George Goffe had, by deed of gift or of sale, conveyed away any large portion of his real estate in Alabama; indeed, we did not know said George Goffe had made any deed of his real estate prior to our selling those goods; had we known that he had made such a transfer, we should not have given that firm any credit whatever.

NATH'L HARRIS.

And I do hereby certify, that the above deposition was by me reduced to writing and read over to said Nathaniel Harris, and by him signed in my presence; and the said Harris being by me duly sworn, made oath that the foregoing deposition by him signed was true. And the said Joseph L. Brigham, being by me duly cautioned, did depose and say as follows:

Deposition of Jos. L. Bingham.

I, Joseph L. Brigham, of Boston, commission merchant, on my oath do say, tha tin the year eighteen hundred and thirty-seven I resided in New York, and was the book-keeper for the mercantile firm of Baily, Keeler & Remson, of New York city. On the 17th day of February, 1837, one of the firm of G. & J. M. Goffe, of Tuscaloosa, Alabama, purchased of the firm of Baily, Keeler & Remson, a bill of goods; the said firm gave their note, due twelve months after date, including six months interest, amounting to five hundred and ninety $\frac{99}{100}$ dollars, which note was not paid at maturity thereof; deponent says that he resides more than one hundred miles from Huntsville, Alabama, where said suit is to be tried; and further says not

JOSEPH L. BRIGHAM.

And I do hereby certify, that the foregoing deposition was by me reduced to writing and read over to said witness, and by him signed in my presence; and that the said Brigham, being duly sworn, made oath that the foregoing deposition by him signed was true. And I do return all these my doings to the honorable district court of the United States, for the northern district of Alabama.

Witness my hand and seal, on the day and year first mentioned.

CHAS. L. WOODBURY.

(Endorsed.) Filed 4th March, 1847.

Teste: B. T. MOORE, *Clerk.*

The following are the depositions in behalf of the defendants in said cause:

Com. to take the deposition of T. Williams, jr.

The deposition of Thomas Williams, jr.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To Francis Bagbee and James E. Belsor, or to either of them, commissioners of the county of Montgomery, and State of Alabama.

Know ye, that we, in confidence of your prudence, fidelity, and circumspection, do hereby commission, authorize, and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you, or either of you, may appoint, Thomas Williams, a witness in behalf of the defendants in a certain civil cause now pending and for trial on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville; in which said cause Parish & Co. are complainants, and Geo. Goffe et al. are defendants; and him, after being first duly qualified on oath, diligently examine concerning the matters and things in controversy between said parties contained in the interrogatories hereunto annexed; and such examination, so taken from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville aforesaid, at the term of said court, to be held at the court-house in the town of Huntsville, in said district, on the fourth Monday in November next, to be read as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabam, at office [ ] in the town of Huntsville, in the district aforesaid, this twenty-third day of August, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Test: B. T. MOORE,
Clerk of said court.

Issued 23d day of August, 1847.

Interrogatories to T. Williams, jr.

The interrogatories.

In the district court of the United States, for the northern district of the State of Alabama, in chancery.

PARISH & Co.
vs.
GEORGE GOFFE et al.

Defendant will propound the following interrogatories to Thomas Williams, a witness, living in the county of Montgomery, in said State, the answers to which will be read as evidence on the hearing of this cause:

1st. Do you know the parties to this suit?

2d. Did you or not at one time buy of George Goffe certain property called the Blount springs; if so, at what time and at what price?

3d. Was or not said purchase by you fair and bona fide?

4th. Did you or not execute a deed of trust to secure the said purchase money?

5th. Were you or not present when George Goffe executed a deed to Joseph M. Goffe, whereby he conveyed to him a certain part of the said purchase [money] so to be paid by you, in trust, for the use and benefit of his, said George Goffe's, wife and daughters; if so, did you not see the parties execute it, and did you or not sign it as a subscribing witness?

6th. State all you know in relation to its execution; state all that was said and done by the said George Goffe and yourself and others immediately before and at the time of the execution of said last mentioned deed of trust.

McCLUNG & ROBINSON,
Counsel for def'ts.

Endorsed: Filed in office 19th April, 1847.
Test: B. T. MOORE,
Clerk, D. C.

Marshal's return. Executed 22d April, 1847, on Silas Parsons, esq., and copy delivered.

B. PATTERSON, *Marshal, N. D. Ala.*

UNITED STATES OF AMERICA,
Nothern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of the State of Alabama, certify, that the above and foregoing page contains a full, true, and complete copy of the interrogatories filed in my office, to be propounded to Thomas Williams, a witness on the part of the defendants, in a certain suit now pending in chancery in said court, wherein Parish & Co. are complainants, and George Goffe et al. are defendants.

In testimony whereof I hereto subscribe my name and affix the seal of said court, at office, in the town of Huntsville, in said

district, this third day of May, A. D. one thousand eight hundred and forty-seven, and of the independence of the said United States the seventy-first year.

[SEAL.]

B. T. MOORE, *Clerk, D. C.*

(*The deposition.*)

In pursuance to the annexed commission, I, Francis Bagbe, one of the commissioners therein named, have caused Thomas Williams, the said witness named, in the said commission named, to come before me; and he, the said Thomas Williams, having been duly qualified on oath, did swear and depose to the several interrogatories as follows, to wit:

To the first interrogatory he saith:

I knew George Goffe in his lifetime; I believe I am a party defendant to the suit; I may know some of the complainants; I also know Mrs. Goffe and her children.

2d. I did, most unfortunately for me, purchase of George Goffe certain property called the Blount springs, situated in Blount county, for the price or sum of sixty-four thousand dollars; the time I cannot precisely state, but I executed my notes for the purchase money, all of which will give the true time of the purchase; I also executed a trust deed of said property, received a deed of conveyance from Goffe, and he executed a deed settling fifty-four thousand dollars of the purchase money, that is to say, ten thousand dollars on each of his four daughters, Martha, Louisa, Elizabeth, and Maria, and fourteen thousand dollars on Mrs. Goffe; the dates of these papers will also give the time when the purchase was made.

3. The said purchase by me was fair and bona fide.

4th. I did execute a deed of trust to secure the purchase money, and I believe Monroe Goffe, the brother of George Goffe, was trustee; but of the fact that Monroe Goffe was trustee in the deed referred to I am not certain.

5th. I was present when George Goffe executed a deed to Jos. M. Goffe, whereby he conveyed fifty-four thousand dollars of the purchase money to Joseph M. Goffe, in trust for Mrs. Goffe, the wife of George Goffe, and his, George Goffe's, four daughters, Martha, Louisa, Elizabeth, and Maria; to Mrs. Goffe, fourteen thousand dollars, and to each of the girls ten thousand dollars. I drew this deed and saw it executed, that is, I saw George Goffe sign, seal, and deliver this deed, and I am a subscribing witness to it, and there may be some other witness; there was a man at the springs who I think witnessed the deed from Goffe to me; I have forgotten his name; he was one of the directors of the bank at Decatur, he is now dead; he resided at or near Blountsville; he was a short, thick, heavy man; I am not certain he was a witness, but I think he was.

6th. When I made this purchase from Mr. Goffe, I knew but very little of him. I had heard a good deal about him, and especially about

his family. Mr. Goffe and myself had several conversations about the sale and purchase of the springs. The first time I was there I staid about two weeks; and then he offered to sell, and I proposed to purchase, but no contract was made. I went from the Blount to the Morgan springs, and remained at the latter place some week or two, and returned to the Blount springs, when the conversation about the sale and purchase was again renewed between Mr. Goffe and myself. I had his price and terms, and had made up my mind to close the bargain; we were some several days at it. In this time I became acquainted with Mrs. Goffe and her daughters. I felt some interest in this family, and told Mr. Goffe I would not make this purchase if Mrs. Goffe had any objections to it; and from what I had heard I anticipated this; but, on conversing with this lady, I found her entirely willing for the sale; and said she would release her dower cheerfully. The contract was then closed between Mr. Goffe and myself. He then told me of his wish to settle four of the notes on his daughters, of ten thousand dollars each; according to my recollection, the notes were deeded as follows: two that first fell due were for five thousand dollars each; the time when any of these notes fell due I cannot now remember; then four notes of ten thousand dollars each; these four notes he wished settled on his daughters; the first on Martha, second on Louisa, third on Elizabeth, and fourth on Maria; then a note for fourteen thousand dollars; this was the last note. Mr. Goffe inquired of me if he could not do this, and also have the conveyance in such way that the amounts should not be liable to the debts of any person with whom these daughters might marry. I gave it to him as my opinion that it could, provided he was out of debt, or that he would pay all the debts he then owed, or reserve a sufficiency to pay all his debts; that the law would not permit any man to settle property on his wife or children and leave his creditors unprovided for. He remarked to me that he was aware of this; but that the amounts reserved in the two first notes would be fully sufficient to pay all his debts, and out of these he would pay his debts; besides, he said to me, that he owned other property more than sufficient to pay all his debts; he spoke of his lands in Blount county, of his negroes and other property in Tuscaloosa, and of the amount of debts due him; all of which he said would pay his debts, and still leave a large property to him.

I then set upon him to make a settlement of a portion of the purchase money on his wife; this he at first refused to do. I then refused to go on with the contract unless he did so. I urged on him his duty in the matter; that his wife was relinquishing her dower in the premises without any compensation; that she was a young woman, and might have other children; and if so, these younger children would be unprovided for; and if he settled the last note on her, if they had any other children, she could, out of this, make provision for them. He did not seem to think they would have any more children. Maria was then, perhaps, seven or eight years of age; but he finally gave in, when Monroe Goffe, his brother, interfered, and objected to any settlement on Mrs.

Goffe; some words, not very kind, passed between us. He was an unmarried man, and I told him he did not understand the obligations of a husband, and perhaps never would. We were nigh quarrelling, when I said to Mr. Goffe, I would not go on with the contract, or have any thing to do with it, unless he made the settlement on Mrs. Goffe. Mrs. Goffe then came in, and said she did not wish any settlement on her; she wished her daughters provided for, but wished none for herself. I was satisfied she did not understand her own interest, and told her so; and still refused to complete the contract unless provision was made for her. I urged on Mr. Goffe that it was his duty, as an honorable man, to make the settlement; that I had some experience in these matters, and I knew of no instance where some provision was not made for a wife in the sale of so large an estate, and this, too, when her assigning her interest was necessary to the completion of the titles.

According to my recollection we stopped here, perhaps, for a day or longer, where I held on; and Mr. Goffe said, on reflecting the matter over, he believed I was right, and he would in the same deed settle the fourteen thousand dollar note on Mrs. Goffe. At Mr. Goffe's request I drew this deed from him to Joseph Monroe Goffe, his brother, securing the four notes on the daughters, and the last, or fourteen thousand dollar note, on Mrs. Goffe; all the deeds were then drawn and executed. I think I drew the deed to myself. Goffe, or some [one] else, drew the trust deed. I executed [the deed] to recover the payment of the purchase money, as before stated; I drew the deed from Goffe to J. M. Goffe, securing the notes on the children and Mrs. Goffe.

I have now stated, in substance, as well as I can remember, all that passed between Mr. Goffe and myself on the subject of this trade. I do not, of course, pretend to give the very words, either of Mr. Goffe or myself, because I cannot remember so as to repeat them; but the substance of them I well remember, and know I am not mistaken in the general narrative.

THO. WILLIAMS, Jr.

Sworn to and subscribed before me on the sixteenth day of October, 1847. F. BAGBEE, *Commissioner.*

I, Francis Bagbee, one of the commissioners in the annexed commission named, do hereby certify, that Thomas Williams, mentioned in said commission, did come before me; that he was duly sworn; and that he did make, and subscribe, and swear to the foregoing answers to the several interrogatories before.

In witness whereof, I have hereunto set my hand and seal the sixteenth day of October, in the year of our Lord 1847.

F. BAGBEE, [SEAL,]
Commissioner.

(Endorsed:) "Filed 5th Nov., 1847.
Teste: B. T. MOORE, *Clk.*"

Com. to take deposition of J. Camp and T. Camp.

The depositions of John Camp and Thompson Camp.

(The commission.) "The United States of America, northern district of Alabama, to William Mudd and John Forrest, or either of them, commissioners of the courts of Jefferson, and State of Alabama:

Know ye, that we, in confidence of your prudence, fidelity, and circumspection, do hereby commission, authorize, and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you, or either of you, may appoint, Thompson Camp and John Camp, witnesses, in behalf of the defendants, in a civil cause now pending and for trial, on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville; in which said cause Parish & Co. are complainants, and Goffe et al. are defendants; and them, after being first duly qualified, on oath, diligently examine, concerning the matters and things in controversy between said parties contained in the interrogatories and cross interrogatories hereunto annexed; and such examination so taken, from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in November next, to be read as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at office in the town of Huntsville, in the district aforesaid, [L. S.] this twenty-third day of August, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Teste: B. T. MOORE,
Clerk of said court.

Issued 23d day of August, 1847."

The interrogatories.

PARISH & Co.
vs.
GOFFE et al.

The district court of the United States, for the northern district of the State of Alabama, in chancery.

Defendants will propound the following interrogatories to Thompson Camp and John Camp, witnesses living in the county of Jefferson, in said State; the answers to which will be read as evidence on the final hearing of this cause:

1st. Do you know the parties to this suit?

2d. What property had said George Goffe in September, 1837? If any land, state how much, and the value of it; if any negroes, state how many, and the probable value of each; if any other property, state what it was, and give the value of it.

3d. Did or not Joseph Goffe have any property? If so, describe it, and give the value of it.

4th. Did or not G. and J. M. Goffe have any property; if so, what was it, and the probable value of it?

5th. Did or not George Goffe have property enough left after the sale of the springs to Williams to pay all the debts he owed in September, 1837?

6th. Was he or not in good credit after said sale; if so, how long did this continue?

7th. Did he or not continue to pay his debts after the said sale; if so, how long?

8th. Did or not said George Goffe or G. and J. M. Goffe buy goods and establish stores after September, 1837; if so, when and how many were so set up, and what was the probable value of each stock of goods?

9th. Did they sell these goods for cash or on a credit; if on credit, did they or not make bad debts? If so, what proportion did these bear to the good debts?

McCLUNG & ROBINSON,
Counsel for def'ts."

(Endorsed:) "Filed in office 17th April, 1847.
B. T. MOORE, *Clerk, D. C.*"

Cross interrogatories.

"The district court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE et al.

Cross interrogatories filed in this cause by complainants, to be propounded to Thompson Camp and John Camp, the witnesses of defendants.

1. If George or George and Joseph M. Goffe, in September, 1837, had property, real or personal, what was it, and where was it? Describe each parcel thereof, stating its quantity, kind, location, and value, and shewing whether it was individual or firm property.

2. By what title or titles was the same held; were the titles perfect or imperfect, encumbered or not?

3. How long did said George or his said firm retain the same; and how long did said George or his said firm continue to hold out said property openly? Or if a part of it, say what part, as his or their property, free from encumbrance.

4. If said George had any property at the time, what was it, where was it, and its value?

5. Was it encumbered or not; by what particular title did he hold it?

6. How long did he continue to hold it, and each part of it, after September, 1837, openly, in this State, as his own unencumbered property?

7. Do you know what and how many debts said George, or his said firm of George and Joseph M. Goffe, owed in September, 1837?

8. Where did you live in September, 1837, and where and when did George and Joseph M. Goffe respectively live at that time, and how far did you live from them respectively at that time, and for three years before and after?

9. Where do they now live; when did they leave the State of Alabama?

10. Did said George pay all the debts he owed before his sale of the Blount springs at any time?

S. PARSONS,
Solicitor and counsel for compl'ts.

(Endorsed:) Filed in my office 22d April, 1847.
Teste: B. T. MOORE, *Clerk.*

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, certify, that the above and foregoing pages contain a full, true, and complete copy of the interrogatories and cross interrogatories to be propounded to Thompson Camp and John Camp, witnesses on the part of defendants, in a certain cause now pending in said court, wherein Parish and Co. are complainants, and George Goffe et al. are defendants.

In testimony whereof I hereto subscribe my name and affix the seal of said court, at office in the town of Huntsville, in said district, [L. S.] this twenty-fifth day of April, A. D. one thousand eight hundred and forty-seven, and of the independence of the said United States the seventy-first year.

B. T. MOORE, *Clerk, D. C.*

In pursuance of the annexed commission, I, William Mudd, one of the commissioners therein named, have called and caused to come before me, at my office in the town of Elyton, on the 2d day of November, 1847, Thompson Camp and John Camp, the witnesses specified in said commission; and they being first duly qualified, I did diligently examine on the interrogatories and cross interrogatories attached to the said commission.

Deposition of John Camp.

John Camp, being first examined, did depose and answer as follows:

To 1st int. he says: I do not know the complainants; I was acquainted with George Goffe and Joseph M. Goffe.

To 2d int. he says: I cannot fix the time precisely; but about the time George Goffe sold the Blount springs to Thos. Williams, which, I think, was in the fall of 1837, he, the said George Goffe, had property, both real and personal; he had lands located in the counties of Blount and Jefferson, but the quantity I do not know; the quality was not very good, being located in the mountains; I do not know their value, but would suppose his real estate in the two counties at the time to be worth some 2,000 or 3,000 dollars, exclusive of the Blount springs; he also had, at the same time, some 10 or 15 slaves in his possession, which he claimed as his own, the average value of which I should think was from 400 to 600 dollars each; he had also a stock of horses, hogs, and cattle, but how many of each I do not know, nor can I tell their value.

To 3d interrogatory he says: If Joseph M. Goffe had any property individually, I did not know it.

To 4th interrogatory he says: After the sale of the Blount springs by Goffe to Colonel Williams, how long after I do not recollect, but not a great while, G. & J. M. Goffe had a large stock of goods in Tuscaloosa, amounting to, from their appearance, to some 20,000 or 25,000 dollars. Out of this stock they established stores at Elyton and Jonesborough, in Jefferson county, and at Village springs, in Blount county. The amount at each place would probably average some 3,000 dollars. They also continued their business in Tuscaloosa on the balance of the goods; I do not know of any property that G. & J. M. Goffe had in partnership, either before or at the time of the sale of the springs to Williams.

To 5th interrogatory he says: I cannot say, because I do not know how much he owed at that time.

To 6th interrogatory he says: His credit was good, as far as I knew, and continued so until the spring of 1839, as well as I now remember; I think in June or July, 1839, the sheriff sold what property George and G. & J. M. Goffe had in Jefferson county.

To 7th interrogatory he says: He paid his debts, as far as I know, until the spring of 1839.

To 8th interrogatory he says: My answer to this is the same as to the 4th interrogatory above.

To 9th interrogatory he says: They did a business on a credit, and like other merchants who did a credit business at that time, they must have made many bad debts; the proportion of the bad to the good debts I do not know.

Cross interrogatories.

To 1st cross interrogatory he says: In my answer to the 2nd interrogatory in chief I have stated all that I can in relation to the property of George Goffe in the fall of 1837, and I would refer to my answer to that interrogatory, and make it my answer to this. The property belonged to George Goffe, individually, as I was informed; neither G

& J. M. Goffe, as a firm, nor Joseph M., as an individual, had any property that I knew of prior to the sale of the Blount springs, nor until they purchased the goods upon which they established their store in Tuscaloosa, as mentioned in my answer to 4th interrogatory in chief.

To 2d cross interrogatory he says: I know nothing about the titles to the property, except that the lands were known as the property of George Goffe, and claimed by him. He had the possession of the negroes, and other personal property, mentioned and claimed therein as his own property; I never heard his title disputed.

To 3d cross interrogatory he says: I think George Goffe had his individual property, and G. & J. M. Goffe their firm property, openly in the counties of Blount and Jefferson, until the spring or summer of 1839, when the sheriff of Jefferson levied on and sold what they had in the county of Jefferson. If the property was under any encumbrance, I do not know it.

To 4th, 5th, and 6th cross interrogatory he says: Joseph M. Goffe did not have, to my knowledge, any property individually.

To 7th cross interrogatory he says: I do not know any thing about the indebtedness of George or G. & J. M. Goffe, in September. 1837.

To 8th cross interrogatory he says: In the month of September, 1837, I lived about three miles above Elyton, on the road to Huntsville; I moved there in the latter part of the year 1836, having for several years previous thereto resided about eight miles above Elyton, on the road to Huntsville; in 1843, I moved to Elyton, and have lived there from that to the present time. The distance from Elyton to the Blount springs is 33 miles, and to Tuscaloosa 56 miles; George Goffe and Joseph M. Goffe lived principally, I think, at the springs for several years prior to the sale of Col. Williams, and after that they lived in Tuscaloosa, until some time in the year 1839.

To 9th cross interrogatory he says: George Goffe is reported to be dead; Joseph M., it is said, resides in Texas; he left this State, I think, in 1839; George did not seem to have any permanent residence after he was sold out in 1839; he was sometimes in Texas, and at other times at Blount county, in this State.

To 10th cross interrogatory he says: I do not know.

JOHN CAMP.

Deposition of Thompson Camp.

Thompson Camp being next examined, does depose and answer as follows:

To 1st interrogatory he says: I know nothing of the complainants; I was acquainted with George and Joseph M. Goffe.

To 2d interrogatory he says: I do not know what property George Goffe had in September, 1837.

To 3d interrogatory he says: I know of no property that Joseph M. Goffe had in September, 1837.

To 4th interrogatory he says: In the latter part of the year, 1838, I was employed by G. & J. M. Goffe as a clerk in their store in Tuscaloosa; they had stores at Elyton, Jonesboro', Village springs, and Blount springs, besides the one at Tuscaloosa; I would suppose that the goods at all the places would have amounted to some 20,000 dollars; I do not think they established any of these stores until after the sale of the Blount springs to Col. Williams, and this, as well as I remember, was in the full of 1837.

To 5th interrogatory he says: I cannot say, because I do not know what debts he owed, nor what property he possessed at that time; I only know that George Goffe, at the time I went to live with G. & J. M. Goffe, in 1838, had in his possession some 10 or 15 negroes, which he claimed as his own, the average value of which was from 400 to 600 dollars; he had some other little personal property, of no very great value.

To 6th interrogatory he says: He was in good credit as far as I know, until some time in the spring of 1839; in the spring or summer of 1839, the sheriffs of Tuscaloosa and Jefferson sold the goods of G. &. J. M. Goffe, and such of the property of George Goffe as they could find in their respective counties.

To 7th interrogatory he says: I do not know.

To 8th interrogatory he says: As before stated, they did establish stores at Tuscaloosa, Elyton, Jonesboro', Village springs, and Blount springs; the stock at each of the four last named places would have averaged some 3,000 dollars; that at Tuscaloosa was probably worth some 8,000 or 10,000 dollars.

To 9th int. he says: They sold on a credit, and made many bad debts; the proportion of the bad to the good debts, I do not know, but it was pretty large.

Cross interrogatories.

To 1st cross interrogatory he says; I have no knowledge of the property owned by George or Joseph M. Goffe, in September, 1837.

To 2d cross interrogatory he says: I know nothing of the titles by which they held their property, if they had any.

To 3d cross interrogatory he says: I can only say, in answer to this question, that G. and J. M. Goffe, in the year 1838, when I went to live with them, and from that time until they were sold out by the sheriff, in 1839, as I have above stated, had a large stock of goods, amounting in the whole to some 20,000 dollars. George Goffe had also some 10 or 15 negroes, and some other little personal property; the property was held out openly, until it was levied on and sold by the sheriffs, in 1839, except some negroes, which, I was informed, were, about the time of the sales by the sheriffs, run off to Texas by Joseph M. Goffe. I also think that the store in Tuscaloosa was closed, and the door broken open by the sheriff to make the levy; George or G. and J. M. Goffe also claimed the Masonic Hall, in Tuscaloosa, but there

was, as I understood, some encumbrance on it, the precise nature of which I do not know.

To 4th, 5th, and 6th interrogatories he says: Joseph M. Goff had no property, individually, that I know of.

To 7th cross interrogatory he says: I do not.

To 8th cross interrogatory he says: I lived in Elyton in September, 1837; George and Joseph M. Goffe lived either at the Blount springs or at Tuscaloosa, I do not know which. Before the sale of the springs to Col. Williams they lived at the springs; after that they lived at Tuscaloosa, until they were sold out in 1839. Elyton is 56 miles from Tuscaloosa, and 33 miles from Blount springs. For three years before and after September, 1837, I lived either at Elyton or within eight miles of it, except for some 6 or 8 months, until I lived with G. and J. M. Goffe, in Tuscaloosa.

To 9th cross interrogatory he says: George Goffe is reported to be dead. Joseph M. is said to reside in Texas; Joseph M. left this State in 1839. George did not appear to have any fixed residence after he was sold out; he was sometimes in Texas, and at other times in Blount county, in this State.

To 10th cross interrogatory he says: I do not know.

THOMPSON CAMP.

THE STATE OF ALABAMA,
Jefferson county.

I do hereby certify, that the foregoing contains the true answers of John Camp and Thompson Camp, to the several interrogatories and cross interrogatories attached to the commission hereto annexed, as the said answers are given by the said witnesses respectively; that they were taken by me at the time and place specified in the caption; that after they were taken, the answers of each one was carefully read over to him, and being fully understood, was by him approved; and that each witness, after being first duly qualified to the truth of his respective answers, subscribed his name thereto in my presence.

Given under my hand and seal, this 2d day of November, 1847.

WILLIAM MUDD, [SEAL]
Commissioner, &c.

(Endorsed.) "Filed 5th November, 1847.
Test: B. T. MOORE, *Clerk.*"

Commission to take depositions of John L. Ward and Matthias Ward.

The depositions of Matthias Ward and John L. Ward.

"THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To John H. Henderson and Thomas B. Shearer, or either of them, commissioners of the county of Blount, and State of Alabama.

Know ye, that we, in confidence of your prudence, fidelity, and cir-

cumspection, do hereby commission, authorize, and require you or either of you, to call and cause to come before you or either of you, at such time and place as you or either of you may appoint, Matthias Ward and John L. Ward, witnesses in behalf of the defendants, in a certain civil cause, now pending and for trial on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville; in which said cause Parish & Co. are complainants, and Goffe et al. are defendants; and them, after being first duly qualified on oath, diligently examine concerning the matters and things contained in the interrogatories and cross interrogatories hereto annexed between said parties; and such examination so taken, from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house, in the town of Huntsville, in said district, on the fourth Monday in November next, to be read as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at office, in the town of Huntsville, in the district aforesaid, this [SEAL] twenty-third day of August, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Test: B. T. MOORE,
Clerk of said court.

Issued 23d day of August, 1847.

Interrogatories to John L. Ward and Matthias Ward.

In the district court of the United States, for the northern district of the State of Alabama, in chancery.

PARISH & Co.
vs.
GOFFE et al.

In this case defendants will propound the following interrogatories to Matthias Ward and John L. Ward, witnesses, living in the county of Blount and State of Alabama, the answers to which will be read as evidence on the trial of this cause:

1st. Did you or not, at any time, act as the clerk and agent of, and do business for, George Goffe and G. and J. M. Goffe.

2d. If so, when did you commence, and when did you cease, so to act?

3d. During this time, did you or not have the means of becoming well acquainted with his and their business, and did you or not become well acquainted with it?

4th. On the 12th day of September, 1837, what property had George Goffe in his possession? If he had land, please to state what quantity

and the probable value of it; if he had negroes, please to state how many and the probable value of them.

5th. Did he or not have one or more stocks of goods on hand; if so, how many, and what was the probable value of such goods?

6th. Were there or not debts due to him; if so, what was the amount of said debts?

7th. Did or not the firm of G. & J. M. Goffe have property in their possession on the 12th of September, 1837? If so, please to state, and specify, particularly, all the property they had at that time, and the value of it.

8th. Did or not J. M. Goffe have individual property? If so, please to specify all he had, and the value of it.

9th. At that time were there or not debts due to the firm of G. & J. M. Goffe; if so, to what amount?

10th. If you know, state what was the probable amount of the debts which G. & J. M. Goffe and G. Goffe individually owed on the 12th of September, 1837.

11th. Did or not G. Goffe and G. & J. M. Goffe continue to do business after the 12th of September, 1837; if so, how long?

12th. Was or not their credit good after that time, and did they or not continue to pay their debts; if so, how long?

13th. After the 12th of September, 1837, did or not said G. & J. M. Goffe continue to buy and sell goods; if so, how long?

14th. Were or not the purchases and sales of goods much larger after September, 1837, than they were before?

15th. If you know, please to state how many (if any) new stores they established after 12th of September, 1837, and what was the probable amount of goods in each?

16th. Were or not those goods purchased for cash, or on a credit?

17th. How were they sold—for cash or on a credit?

18th. Did they or not make many bad debts after the 12th of September, 1837?

19th. What proportion of the debts for the sale of their goods was bad, and what good?

20th. Was or not some of the property of George Goffe, or of the firm, sold under a deed of trust? If so, state what property, how much it sold for, and all you know about it.

21st. When did George Goffe leave the State of Alabama?

22d. Did he or not, before or at the time of leaving, carry property to Texas?

23d. If so, where did he take it, and what property? Please specify it particularly, and the value of it.

24th. After the sale of the springs to Col'n Williams, did or not Goffe have enough left, exclusive of the purchase money, for them to pay all his debts?

McCLUNG & ROBINSON,
Counsel for defendants.

Cross interrogatories to John L. Ward and Matthias Ward.

Cross interrogatories.

The district court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE et al.

Cross interrogatories to be propounded by complainants to Matthias Ward and John L. Ward, witnesses of defendants.

1. Were or not George Goffe and Joseph M. Goffe partners in the year 1837?

2. What was the nature of their business and that of each of them?

3. How many business places had they in 1837, and for several years before and after, and where were their business places, and how far from each other?

4. Did they ever fail in business and become unable to pay their debts; if so, when?

5. At what place or places were you in their business, or in the business of either of them; and when, and for what length of time?

6. Did they cease to live in this State; if so, when; where do they now live?

7. If George Goffe, or the firm of J. M. Goffe, had property, real or personal, on 12th September, 1837, say where it was, what it was, and by what title they or either of them held it?

8. Was the title or titles perfect or imperfect, encumbered or not?

9. How long did they, or either of them, continue to hold said property, and each part thereof, openly as his or their own unencumbered property, in this State?

10. Do you know all the debts they and each of them owed on the 12th September, 1837?

11. Did they, after that time, continue to pay all their debts?

12. If they established new stores after 12th September, 1837, say when and where, and whether they purchased for cash or on credit.

13. If George Goffe carried property to Texas, what and when was it; was it taken or sent off openly or privately?

S. PARSONS,
Solicitor for complainants.

(Endorsed.) "Filed in my office 22d April, 1847.
Teste: B. T. MOORE, *Clerk, D. C.*"

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, certify, that the above and foregoing pages contain a full, true, and complete copy of the interrogato-

ries filed in my office the seventeenth day of April, eighteen hundred and forty-seven, to be propounded to Mathias Ward and John L. Ward, witnesses on the part of the defendants, in a certain cause pending in said court, wherein Parish & Co. are complainants, and George Goffe et al. are defendants, and also of the cross interrogatories thereto.

In testimony whereof I hereto subscribe my name and affix the seal of said court, at office in the town of Huntsville, in said district, this twenty-third day of April, A. D. one thousand eight hundred and forty-seven, and in the seventy-first year of the independence of said United States.

[SEAL.]

B. T. MOORE, *Clerk, D. C.*

THE STATE OF ALABAMA, *Blount county, ss:*

By virtue of the annexed commission, to us directed, from Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of the State of Alabama, sitting at Huntsville, and bearing date on the 23d day of August, 1847, we have, this 6th day of November, 1847, caused to come before us, at Blountsville, in the county of Blount, and State of Alabama, Mathias Ward and John L. Ward, for the purpose of taking their depositions upon the accompanying interrogatories and cross interrogatories, to be read in evidence in a certain matter in controversy, depending in the said court, wherein Parish & Co. are complainants, and Goffe et al. are defendants.

Deposition of Mathias Ward.

The said Mathias Ward, of 29 years of age, being first called and duly sworn on the holy evangelist of Almighty God to speak the truth, the whole truth, and nothing but the truth, in relation to the matters in controversy, deposeth and saith as follows, to wit:

Answer to 1st interrogatory: I did.

Answer to 2d interrogatory: I did business for J. M. Goffe during the years 1836 and 1837, and for G. & J. M. Goffe in 1838, 1839, and 1840.

Answer to 3d interrogatory: During this time I became familiar with his and their business.

Answer to 4th interrogatory: If my recollection serves me correctly, George Goffe had, on the 12th day of September, 1837, lands, from three to five thousand acres, the probable value of which was, entry money, one dollar and twenty-five cents per acre. As to the negroes, I don't recollect how many he had, or what their value was.

Answer to 5th interrogatory: George Goffe had no stock of goods on hand at that time.

Answer to 6th interrogatory: If George Goffe had debts then due to him I did not know it.

Answer to 7th interrogatory: If my recollection serves me rightly, I don't think that George & J. M. Goffe had associated themselves as partners in business at that time, and as a firm had no property.

Answer to 8th interrogatory: J. M. Goffe had a small stock of goods on hand; supposed to be worth about a thousand dollars; I know of no other property he had.

Answer to 9th interrogatory: They were not associated as a firm up to that time.

Answer to 10th interrogatory: If George Goffe owed any thing I don't know it. J. M. Goffe owed for his goods.

Answer to 11th interrogatory: It was after the 12th of September, 1837, they associated themselves as a firm. I think it was after that time in 1837 they commenced business together. They continued to do business together in this State until 1839.

Answer to 12th interrogatory: Their credit was good after the 12th September, 1837, and they bought goods largely; they paid their house debts, but if they paid any debts contracted for goods I do not know it; their credit began to be doubtful the latter part of the year 1838.

Answer to 13th interrogatory: They continued to buy goods until in 1839.

Answer to 14th interrogatory: All their purchases were after that time.

Answer to 15th interrogatory: They established a new store in Tuscaloosa, sold for a season, when the stock was broken; they established five others, two in Jefferson county and two in Blount county, making Tuscaloosa head quarters for replenish, and still continuing to purchase goods for the store at Tuscaloosa until the fall of 1838. The probable amount of goods bought for the store in Tuscaloosa was forty thousand dollars.

Answer to 16th interrogatory: They were bought on a credit, all except groceries.

Answer to 17th interrogatory: Sold part for cash and part on a credit, as most merchants sell goods.

Answer to 18th interrogatory: They made considerable bad debts, the amount I know not.

Answer to 19th interrogatory: The proportion of good or bad debts they made I know or recollect nothing about.

Answer to 20th interrogatory: As for George Goffe's property having been sold under a deed of trust, I know nothing.

Answer to 21st interrogatory: George Goffe left the State of Alabama for Texas in the year 1840; stayed in Texas about one year; returned to Alabama, and left for Texas again in the winter of 1844.

Answer to 22d interrogatory: George Goffe did not carry any property to Texas, but sent some property to Texas, during 1839, by his brother, Joseph M. Goffe.

Answer to 23d interrogatory: George Goffe sent (by his brother, J. M. Goffe,) to Texas ten negroes, twelve head of horses, two wagons, and about five thousand dollars worth of goods. The negroes were as follows, four fellows, three women, and three children. The negroes, as I suppose, were worth about five thousand dollars; the two wagons and teams, as I suppose, were worth about nine hundred dollars.

Answer to 24th interrogatory: When George Goffe sold Blount springs, he was, as I now think, solvent; he had personal property to considerable amount. If he owed any thing I do not know it.

Cross interrogatories.

Answer to 1st interrogatory: If they were partners, it was about the close of the year.

Answer to 2d interrogatory: Before the sale of the springs, George Goffe kept them as resort for visiters, and was also a farmer. Joseph M. Goffe, as before stated, sold goods at Baltimore, in Blount county, in 1836, and at Blount springs in 1837, when he bartered for the supplies for the use of that place, and charged them up to George Goffe.

Answer to 3d interrogatory: In 1837, they each had but one business place, and that was at the springs; in 1835 and 1836, George stayed at the springs and attended to his improvements; where J. M. Goffe was in 1835 I know not; but in 1836, he sold goods at Baltimore, six miles west of Blount springs, in Blount county; after they associated themselves as partners, they did business in Tuscaloosa, Jefferson, and Blount counties.

Answer to 4th interrogatory: They failed to pay their debts, when demanded the year after they entered into partnership, but there was considerable money made out of them at law; but in 1839, they seemed to squander their effects, and officers failed to make money out of them at law.

Answer to 5th interrogatory: I was in the business of J. M. Goffe about nine months in 1836, and about twelve months in 1837, alternately at Baltimore and Blount springs; in 1838 at Tuscaloosa, for G. & J. M. Goffe, twelve months; in 1839 two weeks in Fulton, Mississippi, and six months in Texas.

Answer to 6th interrogatory: J. M. Goffe ceased to live in this State in the year 1839; George Goffe ceased to live in this State, or rather went to Texas in 1840, where he stayed about one year; came back to Alabama, and in the winter of 1844 left for Texas again, and on his way back to Alabama report says he died in New Orleans; the last account I had of J. M. Goffe he was in Boston, Texas.

Answer to 7th interrogatory: George Goffe had property on the 12th day of September, 1837, both real and personal, in Blount county; the amount I do not know; if J. M. Goffe had any real estate, I did not know it; he had a small stock of goods in Blount county, for which he owed; George Goffe's titles both to lands and negroes most generally was perfect, so far as I know.

Answer to 8th interrogatory: If George Goffe's titles were not (most generally) perfect and unencumbered, I did not know it.

Answer to 9th interrogatory: George Goffe commenced selling off his lands and negroes about the time he sold the springs, which he continued to do up to the time he sent his negroes to Texas.

Answer to 10th interrogatory: If George Goffe owed any debts on

the 12th day of September, 1837, I do not know it; J. M. Goffe, I think, owed about one thousand dollars.

Answer to the 11th interrogatory: After that time they continued to pay all their house debts till 1839; but if they paid any debts contracted for goods only at the end of the law, I do not know it.

Answer to 12th interrogatory: They established a new store in Tuscaloosa in the fall of 1837 or the winter of 1838, and in Blount county about the same time; in the fall of 1838, I think, they established three others, two in Jefferson, and one in Blount county; they purchased on credit, all except groceries.

Answer to 13th interrogatory: George Goffe sent property to Texas in the summer of 1839, (to wit,) ten negroes, two wagons and teams, and about five thousand dollars worth of goods; it was sent off privately, that is, it was run off.

MATTHIAS WARD.

Sworn to and subscribed before me, this 6th day of Nov., 1847.

THOMAS B. SHEARER,
JOHN H. HENDERSON,
Commissioners.

Deposition of John L. Ward.

John L. Ward, of twenty-seven years of age, being next called and in like manner first duly sworn as aforesaid, deposeth and makes answer to the said interrogatories as follows, to wit:

Answer to 1st interrogatory: I did.

Answer to 2d interrogatory: I commenced in September, 1838, and left their employ in July, 1839.

Answer to 3d interrogatory: I did not have the means of becoming acquainted with his or their business, nor did I.

Answer to 4th interrogatory: I do not know any thing about what property George Goffe had in September 12th, 1837; he had land and negroes, but the number and quality I do not know any thing about.

Answer to 5th interrogatory: I do not know any thing about the goods he had on hand.

Answer to 6th interrogatory: I do not know whether or not he had any debts due him.

Answer to 7th interrogatory: I do not know any thing about the firm of G. & J. M. Goffe, on the 12th September, nor the property in their possession, at that time.

Answer to 8th interrogatory: I do not know whether or not J. M. Goffe had any individual property.

Answer to 9th interrogatory: I do not know whether [or] not there were any debts due the firm of G. & J. M. Goffe.

Answer to 10th interrogatory: I do not know any thing about the debts which G. & J. M. Goffe and G. Goffe owed on the 12th September, 1837.

Answer to 11th interrogatory: G. & J. M. Goffe were doing busi-

ness together in 1838, when I was employed by them, bnt how long they had been associated I do not know; so far as I was acquainted with them, they were partners when I left them in July, 1839, but I do not know how long they continued.

Answer to 12th interrogatory: I did not know any thing about their credit until the spring of 1839, about which time they failed entirely.

Answer to 13th interrogatory: I do not know any thing about the goods they bought; after I came to their employ they continued to sell goods until some time during the spring of 1839, about which time their goods were levied on and sold at sheriff's sale.

Answer to 14th interrogatory: I do not know any thing about the extent of purchases and sales of goods, either before or after September, 1837.

Answer to 15th interrogatory: They established five new stores after the 12th September, 1837; I do not know what was the probable amount of goods in each.

Answer to 16th interrogatory: I do not know whether or not these goods were purchased for cash or on credit.

Answer to 17th interrogatory: They were sold for cash and on credit.

Answer to 18th interrogatory: They made many bad debts.

Answer to 19th interrogatory: I do not know what proportion of the debts for the sale of their goods was bad, nor what was good.

Answer to 20th interrogatory: I do not know any thing about the deed of trust.

Answer to 21st interrogatory. George Goffe left the State of Alabama in the fall of 1840, and returned to Alabama again in the spring of 1842, and left the second time for Texas in the winter of 1844.

Answer to 22d interrogatory. He sent some property to Texas in the summer and fall of 1839, but did not carry any, that I know of, at the time he left.

Answer to 23d interrogatory. He carried or sent off some negroes, wagons, horses, and goods to Texas, but I do not know anything about the number, quality, or value of the property.

Answer to 24th interrogatory. I do not know anything about the sale of the springs to Col. Williams, what property he had left exclusive of the purchase money for them, nor what was his indebtedness.

Cross interrogatories.

Answer to 1st interrogatory. I do not know whether or not George Goffe and Joseph M. Goffe were partners in the year 1837.

Answer to 2d interrogatory. I do not know.

Answer to 3d interrogatory. I do not know how many business places they had in 1837, nor do I know anything about their business for several years before; after the year 1837 they had a store in Tuscaloosa, 2 in Jefferson county, and 2 [in] Blount county; their distance apart was about 10, 25, 45, and 90 miles.

Answer to 4th interrogatory: They failed in business in the spring of 1839, and from that time were unable to pay their debts.

Answer to 5th interrogatory: I was in their business about 9 months; 4 months in Tuscaloosa, and the balance in Blount county; after that time, in the winter and spring of 1840, I was employed by George Goffe to ride through the counties of Blount and Jefferson to collect money and close accounts, which business I followed about three months.

Answer to 6th interrogatory: J. M. Goffe left this State in July, 1839, and since that time, to the best of my knowledge, has been in Texas; George Goffe left this State for Texas in the fall of 1840, and returned to Alabama again in the spring of 1842, and left for Texas again in the winter of 1844, and I have been credibly informed that he started back to Alabama again, August, 1844, and died at New Orleans about the 1st of Sept., 1844.

Answer to 7th interrogatory: On the 12th September, 1837, I do not know what property George Goffe, or the firm of J. M. Goffe, had, either personal or real estate, where it was, what it was, and by what titles they, or either of them, held it.

Answer to 8th interrogatory: I do not know anything about their titles to property at that time.

Answer to 9th interrogatory: I do not know anything about their property at that time; they held property when I was employed by them in Sept., 1838, but I do not know anything about their titles.

Answer to 10th interrogatory: I do not know anything about their debts they and each of them owed on 12th Sept., 1837.

Answer to 11th interrogatory: I am not familiar enough with their business to know much about it, until the spring of 1839, about which time was the first knowledge I had of their failing.

Answer to 12th interrogatory: They established one in Tuscaloosa, 2 in Jefferson, and 2 in Blount, in 1838; I do not know how they purchased their goods, [whether] for cash or credit.

Answer to 13th interrogatory: George Goffe sent some negroes, wagons, horses, and goods to Texas in the summer of 1839, but [of] the number, quality, and value of said property I do not know anything; it was sent off privately.

JOHN L. WARD.

Sworn to and subscribed before us, Nov. 6th, 1847.

THOS. B. SHEARER,
JOHN H. HENDERSON,
Commissioners.

We, John H. Henderson and Thomas B. Shearer, certify, that the foregoing depositions of Matthias Ward and John L. Ward were taken by us, at the time and place mentioned in the foregoing caption, after the said deponents had been duly sworn, as specified in said caption, and that said depositions were reduced to writing, part of that of Matthias Ward by himself, and the whole of John L. Ward's by himself,

all in their own language, and afterwards severally read to them, and by them severally approved, and signed on the day and year aforesaid.

Given under our hands and seals, this 6th day of November, 1847.

JOHN H. HENDERSON, [SEAL.]
THO. B. SHEARER, [SEAL.]
Commissioners.

(Endorsed.) "Filed, 22 Nov., 1847. Test: B. T. MOORE,
Clk., D. C.

Commission to take deposition of John H. Henderson.

The deposition of John H. Henderson.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To John H. Henderson and Thomas B. Shearer, or either of them, commissioners of the county of Blount, and State of Alabama.

Know ye, that we, in confidence of your prudence, fidelity, and circumspection, do hereby commission, authorize, and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you may appoint, John H. Henderson, a witness in behalf of the defendants in a certain civil cause now pending and for trial on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville, in which said cause Parish & Co. are complainants, and Goffe et al. are defendants; and him, after being duly qualified by oath, diligently examine concerning the matters and things contained in the interrogatories and cross interrogatories hereto annexed; and such examination taken, from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house in the town of Huntsville, in said district, on the first Monday in November next, to be used as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at office in the town of Huntsville, in the district aforesaid, this [L. S.] twenty-third day of August, in the year of our Lord one thousand eight hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Test: B. T. MOORE, *Clerk of said court.*

Issued 23d day of August, 1847.

Interrogatories to John H. Henderson.

The district court of the United States, of the northern district of the State of Alabama. In chancery.

PARISH & Co.
vs.
GOFFE et al.

Defendants will propound the following interrogatories to John H. Henderson, a witness living in Blount county in said State, the answers to which will be read on the hearing of the cause.

1st. Do you know the parties to this suit?

2d. Did or not George Goffe have property in September, 1837? If any land, say how much, and the value of it. If any negroes, say how many, and the value of them. If any other property, say what, and the value of it.

3d. Did or not George Goffe continue to pay his debts after September, 1837; if so, how long did he do so?

4th. After the sale of the springs to Williams, did or not George Goffe have property enough left to pay all the debts he then owed?

5th. Did or not the firm of G. & J. M. Goffe, after September, 1837, buy and sell goods, and set up new stores? If so, how many did they so set up, and how long did they continue them, and what was the probable value of each stock?

6th. Did they sell for cash or on credit; if on credit, did they or not make bad debts? If so, what proportion did they bear to the good debts?

McCLUNG & ROBINSON,
Counsel for defendants.

(Endorsed.) "Filed in my office 17th April, 1847.
Test: B. T. MOORE,
Clerk, D. C."

(Marshal's return.) "Executed 22d April, 1847, on Silas Parsons, esq., and copy delivered.

BENJAMIN PATTERSON,
Marshal, N. D. Alabama.

Cross interrogatories to J. H. Henderson.

Cross interrogatories.

District court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GEORGE GOFFE et al.

Cross interrogatories to be propounded by complainants to John H. Henderson, when his deposition may be taken in this cause by defendants.

1. Where did George Goffe and Joseph M. Goffe respectively reside in the year 1837?

2. Is said George living or dead?

3. If they ceased to reside in this State, say when they did so respectively.

4. State, if you know, by what titles said George and Joseph M. Goffe jointly and severally held their property in 1837.

5. State whether or not their property, and that of each of them, was in any way encumbered in the year 1837.

6. If not, how long after did they and each of them continue to hold property, and what property, and to hold it out and treat it as their own unencumbered property openly?

7. If they continued to pay their debts after September, 1837, say, if you know, whether they paid all debts that came against them, and how long they did so afterwards.

8. When did they begin to fail in the payment of their debts?

9. Do you know what amount of debts George Goffe, or his firm of George and Joseph M. Goffe, owed at the time the firm sold the Blount springs property?

10. If they afterwards set up new stores, state the places, and whether or not they purchased on credit, and where.

11. Were there any trials of the right of their property, or the property of either, and which of them, levied on as such?

12. If so, when did they commence, and where?

S. PARSONS,
Solicitor and counsel for compl'ts."

(Endorsed.) Filed in my office 22d April, 1847.
Test: B. T. MOORE, *Clerk.*"

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of the State of Alabama, certify, that the above and foregoing pages contain a full, true, and complete copy of the interrogatories and cross interrogatories to John H. Henderson, a witness on the part of defendants, in a certain cause now pending in said court, wherein Parish & Co. are complainants, and George Goffe et al. are defendants.

In testimony whereof I hereto subscribe my name, and affix the seal of said court, at office, in the town of Huntsville, in said dis-
[L. S.] trict, this twenty-third day of April, A. D. one thousand eight hundred and forty-seven, and of the independence of the said United States the seventy-first year.

B. T. MOORE, *Clerk, D. C.*

THE STATE OF ALABAMA,
Blount county.

By virtue of the annexed commission to me directed from Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of the State of Alabama, held at Huntsville, and bearing date the 23d day of August, 1847, I have this 11th day of

November, 1847, caused to come before me in the town of Blountsville, Blount county, Alabama, John H. Henderson, for the purpose of taking his deposition upon the accompanying interrogatories and cross interrogatories, to be read as evidence in a certain matter or controversy depending in said district court, wherein Parish & Co. are complainants and defendants.

Deposition of John H. Henderson.

The said John H. Henderson, of forty-eight years of age, being by me duly sworn upon the holy evangelist of Almighty God to speak the truth, the whole truth, and nothing but the truth, in relation to the matters in controversy, deposeth and makes answer to said interrogatories and cross interrogatories, as follows, to wit:

Answer to 1st interrogatory. He does not know who composed the firm of Parish & Co.; he was acquainted with George Goffe.

Answer to 2d interrogatory. He has no personal knowledge of anything Goffe owned at that time.

Answer to third interrogatory. He has no knowledge of his not paying his debts until 1840 or 1841.

Answer to 4th interrogatory. He does not know what his indebtedness was at the time of the sale of the springs, nor what was his means of payment.

Answer to 5th interrogatory. He has no personal knowledge of their number, nor of the amount of stocks of goods of said Goffes.

Answer to 6th interrogatory. He knows nothing about their stores, nor how they sold.

Answers to cross interrogatories.

Answer to 1st interrogatory. As well as he now recollects, they resided at Blount springs.

Answer to 2d interrogatory. He has seen a notice in a newspaper of his having died in New Orleans.

Answer to 3d interrogatory. He does not know when Joseph M. Goffe left this State; thinks George Goffe left here in the latter part of the year 1843, or early part of the year 1844.

Answer to 4th interrogatory. He does not [know] what was their property, nor how they held it.

Answer to 5th interrogatory. He does not know.

Answer to 6th interrogatory. Has already stated he knows nothing of their property, nor how they held it.

Answer to 7th interrogatory. He does not know of their failing to pay any debts until the fall of 1841; from that time they failed generally to pay, as his knowledge of their business extended.

Answer to 8th interrogatory. If they began to fail before 1841, he did not know it.

Answer to 9th interrogatory. He does not.

Answer to 10th interrogatory. He knows nothing about their stores, nor how they purchased.

Answer to 11th interrogatory. There was a trial to the right of a piano forte levied upon as George Goffe's property, to the best of his recollection, which was claimed by Jones C. Lucy.

Answer to 12th interrogatory. The aforesaid trial commenced fall term of the circuit court of Blount county, in 1841; and further deponent saith not.

JOHN H. HENDERSON.

Sworn to and subscribed before me, Nov'r 11th, 1847.

THO. B. SHEARER, *Commissioner.*

I, Thomas B. Shearer, commissioner, certify, that the foregoing depositions of John H. Henderson, were taken by me at the time and place mentioned in the foregoing caption, after the said deponent had been duly sworn as specified in said caption, and as directed in the annexed commission; that said depositions were reduced to writing by me, in the language of said deponent, which was read to him, and by him approved and signed on the day and year aforesaid.

Given under my hand and seal, this 11th day of November, 1847.

THO. B. SHEARER, [L. S.]
Commissioner.

(Endorsed.) Filed in my office by John H. Henderson, 22d Nov'r, 1847.

Teste: B. T. MOORE, *Clerk, D. C.*

(The deposition of Elam Covington.)

Commission to take deposition of Elam Covington.

UNITED STATES OF AMERICA,
Northern district of Alabama.

To D. C. Turrentine, a commissioner of the town of Gadsden, in the county of Cherokee, and State of Alabama, greeting:

Know ye, that we in confidence of your prudence, circumspection, and fidelity, do hereby commission, authorize, and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you or either of you may appoint, Elam Covington, a witness on behalf of the defendants, in a certain cause now pending and for trial, in the district court of the United States of America, for the northern district of Alabama, in which said cause, Parish & Co. are plaintiffs, and Goffe et al. are defendants; and him, after being first duly qualified on oath, examine on the interrogatories exhibited by said defendants, and the cross interrogatories of said plaintiffs hereto annexed; and such examination so taken, from under your hands and seals, or under the hand and seal of either of you, send certified to the district court of the United States, for the northern district of Alabama, at

Huntsville aforesaid, at the term of said court to be held at the court-house in the town of Huntsville, on the fourth Monday in November next, to be read in evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court aforesaid, at office in the town of Huntsville, in said district, this tenth day of October, in the year of our Lord eighteen hundred and forty-eight, and in the seventy-third year of the independence of the United States of America.

[L. S.]

Test: B. T. MOORE, *Clerk, D. C.*

Issued the 10th day of October, 1848.

Test: B. T. MOORE, *Clerk, D. C.*

Interrogatories to Elam Covington.

PARISH & Co.
vs.
GOFFE et al.

The district court of the United States, for the northern district of the State of Alabama, in chancery.

Defendants will propound the following interrogatories to Elam Covington, a witness living in the county of Tuscaloosa, and State of Alabama, the answers to which will be read on the trial of this cause:

1st. Did you or not at one time act as the clerk and agent of, and do business for, George Goffe or G. & J. M. Goffe; if so, when did you commence, and when did you cease to act?

2d. During this time did you or not have the means of becoming well acquainted with their or his business, and did you or not become well acquainted with it?

3d. On the 12th of September, 1837, what property, if any, had George Goffe in his possession? If any land, state the quantity and probable value of it. If any negroes, state how many, and the probable value of them.

4th. At that time, did or not said George Goffe or G. & J. M. Goffe have one or more stocks of dry goods on hand; if so, how many, and what was the probable value of each one of them?

5th. At that time did not said George have debts due to him? If so, please to state the probable amount of their debts.

6th. On said 12th day of September, 1837, did or not said firm of G. & J. M. Goffe have property in their possession? If [yea,] please specify all and each kind of property, and the probable value of each kind at that time.

7th. On said 12th day of September, were there not debts due to said G. & J. M. Goffe; if so, what was the probable amount?

8th. At that time, did or not said J. M. Goffe have any property in his individual right? If so, please specify all and each kind, and the value of each kind at that time.

9th. If you know, state what was the probable amount of the debts

which the firm of G. & J. M. Goffe, and G. Goffe, individually, owed on the 12th of September, 1837.

10th. Did or not George Goffe, or G. & J. M. Goffe, continue to do business after the 12th day of September, 1837; if so, how long?

11th. Was or not their credit good after the 12th of September, 1837; if so, how long?

12th. Did they or not continue to pay their debts after the 12th of September, 1837; if so, how long?

13th. After the 12th of September, 1837, did or not the said firm continue to buy and sell goods; if so, how long?

14th. Were the purchases of goods larger or smaller after 12th of September, 1837, than they were before that time; if so, how much larger or smaller?

15th. Did or not said firm, after September, 1837, establish new stores; if so, how many, and what was the probable value of the goods in each?

16th. Were these goods purchased for cash or on a credit?

17th. Were they sold by the firm for cash or on a credit?

18th. Did they or not make any bad debts; if so, what was the probable amount at each store; was that amount large or small, and what was the probable proportion they bore to the good debts?

19th. Was or not some of the property of the said George, or of the said firm, sold under a deed of trust? If so, state what property was sold; when, and for how much, and all you know about it.

20th. When did George Goffe leave the State of Alabama, and where did he go to?

21st. Did he or not, before or at the time of leaving, carry property with him; if so, what property did he take? Please describe it particularly, and give the probable value of each.

22d. After the sale of the springs to Col. Williams, did not George Goffe have enough left to pay all the debts he then owed?

McCLUNG & ROBINSON,
Counsel for defts.

Cross interrogatories to Elam Covington.

Cross interrogatories.

The district court of the United States, for the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE et al.

Cross interrogatories to be propounded by complainants to Elam Covington, when his deposition may be taken in this cause by defendants.

1st. If you state that George Goffe, on 12th Sept., 1837, had any property in his possession, describe it; if real, where was it; if personal, what and where was it.

2. Do you know how far any such property, real or personal, was paid for by said George Goffe, and how long he retained it free from encumbrance? If so, state it.

3. Do you know whether the said George Goffe held such property, real or personal, by a perfect or imperfect title? If so, state and show by what title or titles he held the same, and each and every part thereof.

4. Do you know whether all or what part or parts of said property, real or personal, was encumbered by judgments or executions against, or by pledges, mortgages, or deeds of trust, made by the said George Goffe, or George and Joseph M. Goffe?

5. What is the sum total of your knowledge and information on these points?

6. Where did George and Joseph M. Goffe reside, in and before, and after the year 1837?

7. If they had stocks of goods, were they new or old stocks?

8. When did you become satisfied that their business was a failing or ruinous one?

9. When did they fail?

10. Is George Goffe living or dead; and where does J. M. Goffe live; when did he leave this State?

11. State whether or not, the year 1837, and the few years next succeeding, were years of great loss to merchants in their debts and business generally.

12. If you state that George and Joseph M. Goffe, 12th Sept., 1837, had property in their possession, can you say by what title or titles they held it, and whether it was encumbered by judgments, executions, pledges, mortgages, or deeds of trust; and how long after they held it openly as their own, free from encumbrance?

13. What property had they; where was it; how long afterwards to your knowledge did they retain it as their own, free from encumbrance, in this State?

14. If you state that Joseph M. Goffe had individual property, be equally specific, as to the kind, location, and condition of it, and state how long he retained it, in this State, free from encumbrance and openly.

15. Do you know all the debts which were owing on 12th September, 1837, by *by* both and either of said firm?

16. If they purchased goods after 12th Sept., 1837, say when; to what amount; where; of whom; and whether on credit or for cash; speak of your own knowledge.

17. If you were in the business of said firm, state the kind, the time, and place.

18. If George Goffe carried property with him from this State, state from what particular place he carried it, and how long, and what time it remained there, and whether it was held out and treated by said George openly, as his own unencumbered property.

S. PARSONS,
Solicitor and counsel for complts.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, do hereby certify, that the foregoing pages contain a true copy and complete transcript of the interrogatories filed in my office by the defendants in the cause, in said court now pending, in the name of Parish & Co., plaintiffs, vs. Goffe and al., defendants, to be propounded to Elam Covington, a witness on the part of said defendants; and of the cross interrogatories filed by said complainants, to be propounded to said witness.

In testimony whereof I hereto subscribe my name, and affix the seal of said district court, at office, in the town of Huntsville, in [L. S.] said district, this the tenth day of October, A. D. one thousand eight hundred and forty-eight, and of the independence of the United States of America the seventy-third.

B. T. MOORE, *Clerk.*

Deposition of Elam Covington.

STATE OF ALABAMA, *Cherokee county.*

In pursuance of the within commission, to me directed and transmitted, from under the hand and seal of B. T. Moore, clerk of the district court of the United States of America, and dated 10th October, 1848, I, Daniel C. Turrentine, have, on this the eighth day of November, 1848, called before me, at my office in Gadsden, Alabama, Elam Covington, a witness in a certain cause wherein Parish & Co. are plaintiffs, and Goffe et al., defendants; who being sworn upon the holy evangelist, deposeth and saith, as follows:

To the first interrogatory he says: He did; commenced 31st March, 1837, and quit in first part of 1838.

To the second he sayeth, that he did.

To the third he sayeth: That George Goffe owned real estate in Tuscaloosa, value say $10,000, it being first cost and improvements same year; also a large quantity of land in Blount, Walker, and Jefferson counties, [in] this State, value not known; some 25 negroes, value $13,000.

To the fourth he sayeth: They did; a small one, worth say $1,000, in Blount county, and a stock in Tuscaloosa, say $9,000.

To the fifth he sayeth: He did; would suppose $10,000.

To the sixth he sayeth: They did; George Goffe owned all the real estate and negroes, and J. M. Goffe had an interest in the mercantile business. J. M. Goffe possessed no property, as far as he knows, except his interest in the profits of the mercantile business; amount of the interest unknown. See foregoing statements for value of land, negroes, &c.

To the seventh he sayeth: There were; amount of $10,000 at least.

To the eighth he sayeth: He knows of none.

To the ninth he sayeth: Twenty-five thousand dollars.

To the tenth he sayeth: They did, until [the] fall of 1839.

To the eleventh he sayeth: It was, for one year or more.

To the twelfth he sayeth: They did, until the spring of 1839.

To the thirteenth he sayeth: They did, until the fall of 1839.

To the fourteenth he sayeth: It's larger or longer; don't know how much larger.

To the sixteenth he sayeth: Partly for cash, partly for credit.

To the seven[teen]th he sayeth: For both cash and credit.

To the fifteenth he sayeth: They did; three new stores, established with some $1,500 or $2,000 stock in each.

To the eighteenth he sayeth: They did; the amount was large; cannot tell what it was.

To the nineteenth he sayeth: I am; property of George Goffe's was sold; the storehouse in Tuscaloosa, in 1839 or 1840; was not there when it was sold; understood it went for about $1,000; and some lands in North Alabama, amount not known, under a deed of trust to Parish & Co., of New York, or some branches of said house.

To the twentieth he sayeth: In 1840 went to Texas, or near the time.

To the twenty-first he sayeth: He sent property to Texas before he left himself, say ten slaves, three wagons, horses and mules, and three loads of merchandise; the slaves were worth $4,200, wagons and teams $1,500, and merchandise $4,000.

To the twenty-second he sayeth: That he thinks he did.

To the first cross interrogatory he sayeth: Real estate in Tuscaloosa; land in Blount, Walker, and Jefferson counties; some twenty-five negroes; debts due him; part of the negroes were in Tuscaloosa, and part in Blount county; merchandise part in Blount, and part in Tuscaloosa counties.

To the second he sayeth: It was all paid for in full, except the merchandise, and *a* perhaps a balance on real estate in Tuscaloosa; some of the negroes he sold some time after the 12th September, 1837; the balance of his property he retained until [the] fall of 1839.

To the third he sayeth: He believes his title was perfect; he cannot state the title, but he has never heard his title to any part of the property he held questioned.

To the fourth he sayeth: He knows of no encumbrance at that time.

To the fifth he sayeth: That he thinks he has given in these answers about all he recollects, and in as definite and precise manner as he can, as eleven years has elapsed since the transactions took place.

To the sixth he sayeth: That they both resided, in 1837, in Tuscaloosa; before that in Blount county; before that in Autauga county; afterwards in Tuscaloosa and Blount counties, and Texas.

To the seventh he sayeth: The stock of goods in Tuscaloosa was new; that in Blount county part old goods.

To the ninth he sayeth: In 1839 they had goods sold by the sheriff of Tuscaloosa county, but owned property after that sale.

To the tenth he sayeth: Dead; in Texas; the last of 1839 or first of 1840.

To the eleventh he sayeth: They were.

To the twelfth he sayeth: He cannot tell by what title; he thinks it was not encumbered; George Goffe gave a deed of trust afterwards, to secure Parish & Co., or some branch of the house; there were no other encumbrances, until judgments got in 1839.

To the thirteenth he sayeth: Real estate in Tuscaloosa; land in Blount, Walker, and Jefferson counties; negroes, goods, and debts due him; it was unencumbered, as far as he knows, on September 12th, 1837; deed of trust afterwards given, and judgments obtained against G. & J. M. Goffe.

To the fourteenth he sayeth: He had no individual property that he knew of.

To the fifteenth he sayeth: He did know, but cannot give; but his best recollection at this time, they both owed $25,000.

To the sixteenth he sayeth: They did in fall of 1837, winter and spring of 1838; also in the ensuing fall and winter; about $25,000 of Parish & Co., John Dore, Wolf & Clark, Cripps & Wyeth, Anthon & Brown, J. & J. W. Townsend and Mann, Swift & Co., of New York; Smith and Sawyer, A. Walker & Co., of Boston; names of firms purchased from in Philadelphia not recollected; Bledsoe & Chevis, Norris, Stodder & Co., and others in Mobile, principally on a credit.

To the seventeenth he sayeth: A general mercantile business in Tuscaloosa, from 31st March, 1837, to first part of 1839.

To the eighteenth he sayeth: From Blount county, until the last of 1839, or 1st of 1840; it was.

ELAM COVINGTON.

STATE OF ALABAMA, *Cherokee county, ss:*

I, Daniel C. Turrentine, certify that Elam Covington, after being duly sworn, deposed and answered the interrogatories and cross interrogatories, in the case of Parish & Co. vs. Goffe et al., which are here annexed, in the manner and form here annexed and signed by him.

Witness my hand and seal, this 8th day of November, 1848.

DANL. C. TURRENTINE, [SEAL.]
Commissioner.

Endorsed: "Filed in my office, this 17th day of November, 1848.
Teste: B. T. MOORE, *Clerk, D. C.*"

Commission to take deposition of Daniel Rast.

The deposition of Daniel Rast.

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

To Daniel M. Forney and Nathan Cook, or to either of them, commissioners of the county of Lowndes, and State of Alabama.

Know ye, that we, in confidence of your prudence, fidelity, and circumspection, do hereby commission, authorize, and require you, or

either of you, to call and cause to come before you, or either of you, at such time and place as you or either of you may appoint, Daniel Rast, or Daniel Rash, a witness, in behalf of the defendants, in a certain civil cause now pending and for trial on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville, in which said cause Parish & Co. are complainants, and George Goffe et al. are defendants; and him, after being first duly qualified on oath, diligently examine concerning the matters and things contained in the interrogatories hereunto annexed; and such examination so taken, from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States, for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house in town of Huntsville, in said district, on the fourth Monday in November next, to be read as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at office, in the town of Huntsville, in the district aforesaid, this twenty-third day of August, in the year of our Lord one thousand eight [SEAL] hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Attest: B. T. MOORE,
Clerk of said court.

Issued 23d day of August, 1847.

Interrogatories to Daniel Rast.

THE DISTRICT COURT OF THE UNITED STATES,
For the northern district of the State of Alabama.

PARISH & Co.
vs. } In chancery.
GEORGE GOFFE et al.

The defendants will propound the following interrogatories to Daniel Rast, or Daniel Rash, a witness living in the county of Lowndes, in said State, the answers to which will be read as evidence on the hearing of this cause:

1st. Do you know the parties to this suit?

2d. Were you or not present when George Goffe sold the Blount springs to Col. Thomas Williams?

3d. About the same time, did or not George Goffe execute to Joseph M. Goffe a deed for the benefit of the wife and daughters of said George Goffe?

4th. If so, state all you know about the execution of this deed; state all that was said before and at the time of executing it by Goffe and Williams, about the reasons for executing it, and whether or not said Goffe was much in debt.

McCLUNG & ROBINSON,
Counsel for defendants.

Endorsed: "Filed in my office, 19th April, 1847.
Attest: B. T. MOORE,
Clerk D. C., N. D."

Marshal's return: "Executed 22d April, 1847, on Silas Parsons, esq., and copy delivered.
BENJ. PATTERSON,
Mar., N. D. Ala."

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, certify, that the above page contains a full, true, and complete copy of the interrogatories to be propounded to Daniel Rast or Rash, a witness on the part of the defendants, in a certain cause now pending in said court, wherein Parish & Co. are complainants, and George Goffe et al., defendants.

In testimony whereof I hereto subscribed my name, and affixed the seal of said court, at office, in the town of Huntsville, in said district, this the third day of May, A. D. one [L. S.] thousand eight hundred and forty-seven, and of the independence of the United States the seventy-first year.

Test: B. T. MOORE, *Cl'k, D. C.*

Deposition of Daniel Rast.

THE STATE OF ALABAMA, *Lowndes county.*

PARISH & Co.
vs.
GEORGE GOFFE et als.

District court, United States, at Huntsville.

In obedience to the annexed commission, I this day caused the witness, Daniel Rast, to be duly sworn before me, and the annexed interrogatories being propounded, he answered in the words below.

To the first int. answers. I do not know the plaintiffs, I know George Goffe.

To the 2d int. I was present at the time stated in this question.

To the 3d int. I recollect that, at the time of the trade between Col. Williams and George Goffe, a deed was executed by George Goffe to Joseph M. Goffe, for the benefit of the wife of George Goffe; I recollect that George Goffe spoke of securing something to his daughters, but whether it was done or not I cannot say as to the daughters; I think the name was Joseph Goffe, but I only feel certain that it was a brother of George Goffe, called Goffe.

Inter. 4th. Answer. I understood from George Goffe, at the time he was selling to Col. Williams, that one object in selling was to secure from the proceeds something to his family; that, in case of accident or misfortune to him, his family should be provided for. I think I un-

derstood that George Goffe was in debt; I know George Goffe was trading and speculating at the time. The witness explains, that it has been some time since these occurrences, and not expecting to be called on, things may have escaped his memory, which he thinks very probable.

DANL. RAST.

Sworn to and subscribed before me, 17th Nov., 1847.

N. COOK, *Commissioner*.

I certify, that the questions were propounded to the witness, and the foregoing answers written down, read to, and subscribed by the witness in my presence, this 17th Nov., 1847.

Witness my hand and seal on same date.

[SEAL.] N. COOK, *Commissioner*.

Endorsed—"Filed 24 Nov., 1847.

Attest: B. T. MOORE, *Clerk*."

Commission to take depositions of M. Ward and W. Nichols and others.

The depositions of Martin Ward and William Nichols.

UNITED STATES OF AMERICA,
Northern district of Alabama.

To John H. Henderson and Thomas B. Shearer, or either of them, commissioners of the county of Blount and State of Alabama.

Know ye, that we, in confidence of your prudence, fidelity, and circumspection, do hereby commission, authorize, and require you, or either of you, to call and cause to come before you, or either of you, at such time and place as you, or either of you, may appoint, Elijah McPherson, Aquilla Jones, William Nichols, and Martin Ward, witnesses, in behalf of the defendants, in a certain civil cause now pending and for trial on the chancery side of the district court of the United States of America, for the northern district of Alabama, at Huntsville, in which said cause Parish & Co. are complainants, and Goffe et al. are defendants; and them, after being first duly qualified on oath, diligently examine, concerning the matters and things contained in the interrogatories and cross interrogatories hereunto annexed; and such examination so taken, from under your hands and seals, or the hand and seal of either of you, send certified to the district court of the United States for the northern district of Alabama, at Huntsville aforesaid, at the term of said court to be held at the court-house in the town of Huntsville, in said district, on the fourth Monday in November next, to be read as evidence on the trial of said cause.

Witness Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of Alabama, at office, in the town of Huntsville, in the district aforesaid, this twenty-
[L. S.] third day of August, in the year of our Lord one thousand eight

hundred and forty-seven, and in the seventy-second year of the independence of the United States of America.

Test: B. T. MOORE,
Clerk of said court.

Issued 23d day of August, 1847.

Interrogatories to Martin Ward, Wm. Nichols, and others.

THE DISTRICT COURT OF THE UNITED STATES,
For the northern district of the State of Alabama.

PARISH & Co.
vs.
GOFFE et al. } In chancery.

The defendants will propound the following interrogatories to Elijah McPherson, Aquilla Jones, William Nichols, and Martin Ward, witnesses living in the county of Blount, in said State:

1st. Do you know the parties to this suit?

2d. Did or not George Goffe have property in September, 1837? If land, say how much, and the value of it; if negroes, say how many, and the value of each; if any other property, say what, and the value of it.

3d. Did or not George Goffe continue to pay his debts after September, 1837; if so, how long did he continue to do so?

4th. State what was the last year you, or either of you, made any money out of said Goffe.

5th. After the sale of the springs to Williams, did or not said George Goffe have property enough left to pay the debts he then owed?

6th. Did or not the firm of G. & J. M. Goffe, after September, 1837, buy goods and set up new stores; if so, when and how many new stores, and what was the probable value of the goods in each?

7th. Did they sell for cash or on credit; if on credit, did they or not make bad debts; and if they made bad debts, what proportion did they bear to the good debts?

8th. How long after September, 1837, did they continue to buy and sell goods?

McCLUNG & ROBINSON.
Counsel for defendants.

Endorsed: "Filed in my office, 17th April, 1837.
Test: B. T. MOORE, *Clerk, D. C.*"

Marshal's return: "Executed 22d April, 1847, on Silas Parsons, esq., and copy delivered.

BENJAMIN PATTERSON,
Marshal, N. D. Alabama."

Cross interrogatories.

THE DISTRICT COURT OF THE UNITED STATES,
For the northern district of Alabama, at Huntsville.

PARISH & Co.
vs.
GOFFE et al. }

Cross interrogatories to be propounded in this cause by complainants

to Elijah McFerson, Aquilla Jones, William Nichols, Martin Ward, witnesses of defendants:

1. Where did George and Joseph M. Goffe respectively live in September, 1837?

2. Did they afterwards leave this State, and when? If they failed in business, when was it?

3. Where do they now live, if living?

4. Where did they respectively live, during the five years preceding Sept., 1837, and afterwards?

5. What property, real and personal, did George and George and Joseph M. Goffe have in September, 1837; what was it, where was it, and its value?

6. By what title did he or they hold it; was the title perfect or imperfect, encumbered or not?

7. How long did said George or his said firm continue to hold said property, and each parcel thereof, and to treat it openly as his or their own unencumbered property, and where did he or they keep it?

8. Did he or they pay or continue to pay all their debts?

9. Do you know all the debts said George or his said firm owed at the time of his sale of the springs to Williams, or after or before?

S. PARSONS,
Sol. for complainants.

Endorsed: Filed in my office, 22d April, 1847.
Test: B. T. MOORE, *Clerk, D. C.*

UNITED STATES OF AMERICA,
Northern district of Alabama.

I, Benjamin T. Moore, clerk of the district court of the United States, for the northern district of Alabama, certify, that the above and foregoing pages contain a full, true, and complete copy of the interrogatories and cross interrogatories to Elijah McPherson, Aquilla Jones, William Nichols, and Martin Ward, witnesses, on the part of the defendants, in a certain cause now pending in said court, wherein Parish & Co. are complainants, and George Goffe and others, are defendants.

In testimony whereof I hereto subscribe my name, and affix the seal of said court at office, in the town of Huntsville, in said district, this twenty-third day of April, A. D. eighteen hundred [L. S.] and forty-seven, and of the independence of the United States the seventy-first year.

B. T. MOORE, *Clerk, D. C.*

THE STATE OF ALABAMA, *Walker county, ss:*

By virtue of the annexed commission to John H. Henderson and myself, or to either of us, directed from Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of the State of Alabama, at Huntsville, and bearing date the twenty-third day of August, 1847; I have caused to come before me, this 13th

day of November, 1847, at the residence of Martin Ward, in said Walker county, State aforesaid, the said Martin Ward, for the purpose of taking his deposition upon the matters and things contained in the interrogatories and cross interrogatories, also hereunto annexed, to be read as evidence in a certain suit pending in said district court, wherein Parish & Co. are complainants, and Goffe et al. are defendants, and the said Martin Ward, being by me first duly qualified on oath, deposeth and saith, in answer to said interrogatories, as follows, to wit:

Deposition of Martin Ward.

Answer to 1st interrogatory. I know nothing of plaintiffs; know George Goffe and J. M. Goffe and George Goffe's children.

Answer to 2d interrogatory. George Goffe had land, negroes, and other property in September, 1837; but I do not know how many negroes, how much land, nor how much other property he had; I do not know the quantity of such properties he had, and consequently I cannot arrive at even the probable value of his possessions at that time.

Answer to 3d interrogatory. George Goffe continued to pay his debts, so far as I know, until the first part of the spring of 1839.

Answer to 4th interrogatory. I made sum 5 or $600 dollars out of him in the latter part of the year 1840.

Answer to 5th interrogatory. George Goffe had a good deal of property when he sold the springs to Col. Williams, but I do not know any thing of his indebtedness at that time; if he owed any debts, I did not know it.

Answer to 6th interrogatory. They bought goods, so far as I had any knowledge of their business, and set up several new stores, after that time, so I was credibly informed; I do not know the precise time that they were set up, nor the value of the goods each contained.

Answer to 7th interrogatory. They sold for cash and on credit; they made many bad debts, but I do not know what proportion their bad debts bore to the good ones.

Answer to 8th interrogatory. I do not know how long they continued to buy goods; they quit selling in the spring and summer of 1839, about which time their property was all squandered and sold out.

Cross interrogatories.

Answer to 1st interrogatory. In Blount county.

Answer to 2d interrogatory. Yes; J. M. Goffe left this State in 1839, and George Goffe in 1840. The first knowledge I had of their failing was in the spring of 1839, when their goods *was* levied upon and sold.

Answer to 3d interrogatory. I have been informed that George Goffe is dead; the last account I had of J. M. Goffe, he was in Texas.

Answer to 4th interrogatory. I do not know where they lived all of five years preceding September, 1837; they lived a part of that time in Blount county; after that time they lived in Tuscaloosa, until they left

this county, or until they were sold out; after which time they seemed to have no particular place of abode.

Answer to 5th interrogatory. I do not know the amount of property, real or personal, they or either of them had; George Goffe had negroes, land, and other property, in Blount county, at that time, but I know not any thing of J. M. Goffe's possessions at that time.

Answer to 6th interrogatory. I do not know any thing about the title by which they, or either of them, held property.

Answer to 7th interrogatory. I do not know how long they, or either of them, continued to hold said property, or to treat as their own unencumbered property; the moveable property was carried away from time to time; the land that he or they had on hand in Blount and Walker counties was sold out after every thing else seemed to be squandered.

Answer to 8th interrogatory. They paid some debts, but I do not know any thing about the whole of their indebtedness; I have been informed that large claims stand against them.

Answer to 9th interrogatory. I do not.

MARTIN WARD.

Sworn to and subscribed before me, this 13th day of Nov., 1847.

THO. B. SHEARER,
Commissioner.

I, Thomas B. Shearer, commissioner, certify to the district court of the United States of America, for the northern district of Alabama, at Huntsville, that the foregoing depositions of Martin Ward were taken by me, on the day and year mentioned in the caption thereto, and at the place therein stated; and said depositions were reduced to writing, and by me read to said Martin Ward, and by him approved and signed, and sworn to in my presence; and that the same now, as was approved and signed by him, is transmitted to said court by me.

Given under my hand and seal, this 13th day of November, 1847.

THO. B. SHEARER, [SEAL.]
Commissioner.

Deposition of William Nichols.

The deposition of William Nichols.

STATE OF ALABAMA, *Blount county, ss:*

By virtue of the annexed commission to John H. Henderson and Thomas B. Shearer, or to either of them, directed from Benjamin T. Moore, clerk of the district court of the United States of America, for the northern district of the State of Alabama, sitting at Huntsville, and bearing date the twenty-third day of August, 1847, I have caused to come before me, this 16th day of November, 1847, at the Blount springs, in the county of Blount, William Nichols, for the purpose of taking his deposition upon the accompanying interrogatories and cross interrogatories, to be read in evidence in a certain matter in controversy pending,

the said court, wherein Parish & Co. are complainants, and George Goffe et al. are defendants.

The said William Nichols, of fifty-séven years of age, being called and duly sworn on the holy evangelist of Almighty God to speak the truth, the whole truth, and nothing but the truth, in relation to the matters in controversy, deposeth and saith as follows, to wit:

Answer to 1st interrogatory. I am not acquainted with the complainants; I am acquainted with George Goffe.

Answer to 2d interrogatory. He had, and he had several small tracts of land, but the precise number of acres I know not; such as I am acquainted with was not worth exceeding one dollar and twenty-five cents per acre; I think he was in possession of about sixteen negroes, which he claimed as his property, and which I now consider to have been, at that time, worth four hundred dollars each. He had a wagon and team, and some other live stock, but the quantity and quality I recollect but very little about; his wagon and team I think was worth five hundred dollars.

Answer to 3d interrogatory. George Goffe paid all his home debts up to the winter and spring of 1839; his large and foreign debts I know nothing about, only upon hearsay; rumor said he did not pay his debts for goods, only as it was made by the officer after the spring of 1839; he seemed to have squandered his property, and officers failed to make money out of him.

Answer to 4th interrogatory. George Goffe owed me five hundred dollars, contracted in 1836, which he paid by fractions, making the last payment in 1839, some in money, and some stock, and some goods.

Answer to 5th interrogatory. I don't know what he owed when he sold the springs.

Answer to 6th interrogatory. After the 12th September, 1837, G. & J. M. Goffe had goods in this county, near Blount springs, the value of which I have but very little idea; the assortment for this up country was very good; any other store or stores, of my own knowledge, I know nothing.

Answer to 7th interrogatory. They sold on credit; I don't know whether their debts were good or bad, nor what proportion was bad.

Answer to 8th interrogatory. They brought goods here after September, 1837, (by small quantities,) up to the spring of 1839.

Cross interrogatories.

Answer to 1st interrogatory. They lived at Blount springs, Alabama.

Answer to 2d cross interrogatory. Joseph M. Goffe left this State and went to Texas in the summer of 1839; George Goffe went to Texas in 1840, came back to Alabama in 1841, then remained here till the latter part of 1843, or the early part of 1844, and has never come back. They failed in the winter of 1839, that is, in the early part of 1839.

3749.

Answer to 3d cross interrogatory. I don't know where they lived.

Answer to 4th cross interrogatory. George Goffe lived at Blount springs about three years; when he came here he was said to have come from Dallas county, in Alabama; he lived after that time alternately here and in Tuscaloosa, up to the time of his leaving. Joseph M. Goffe resided in this county from 1835 or 1836, up to the time he left for Texas.

Answer to 5th cross interrogatory. George Goffe had several small tracts of land in Blount county; I do not know how many acres; it was not worth exceeding one dollar and twenty-five cents per acre, as before stated; I think he owned about sixteen negroes, which I have stated were worth about four hundred dollars each; he also had a wagon and team, and some other live stock, the quantity and quality of which I have no recollection; the wagon and team I think was worth five hundred dollars; I was not acquainted with the firm of G. & J. M. Goffe in the year 1837.

Answer to 6th cross interrogatory. I never heard George Goffe's title to the property disputed; if there was any embarrassment upon his property I did not know it.

Answer to 7th cross interrogatory. As well as I can recollect, six of the negroes before mentioned were taken away in 1838; the balance of the negroes, together with the wagon and team, and considerable merchandise, was missing from this county about the time Joseph M. Goffe left for Texas in the summer of 1839.

Answer to 8th cross interrogatory. George Goffe paid all his and their home or neighborhood debts till the spring of 1839; his foreign debts I know nothing about, only that there were some executions out against him that are yet unpaid.

Answer to 9th cross interrogatory. I don't know anything of the indebtedness of them, or either of them, at that time; I know nothing of their indebtedness, only what has been stated above.

WILLIAM NICHOLS.

Sworn to and subscribed before me, this 17th day of November, 1847.

JOHN H. HENDERSON,
Commissioner.

I, John H. Henderson, commissioner, certify, to the district court of the United States of America, for the northern district of Alabama, at Huntsville, that the foregoing deposition of William Nichols was taken by me at the time and place mentioned in the foregoing caption, after the said deponent had been duly sworn, as specified in said caption; and that said deposition was reduced to writing by Matthias Ward, in the language of said deponent, and afterwards read to him, and by him approved and signed on the day and year aforesaid.

Given under my hand and seal this 17th day of November, 1847.

JOHN H. HENDERSON, [SEAL.]
Commissioner.

(Endorsed.) "Filed 17th November, 1848.
Test: B. T. MOORE, *Clerk.*

THE UNITED STATES OF AMERICA,
Northern district of Alabama.

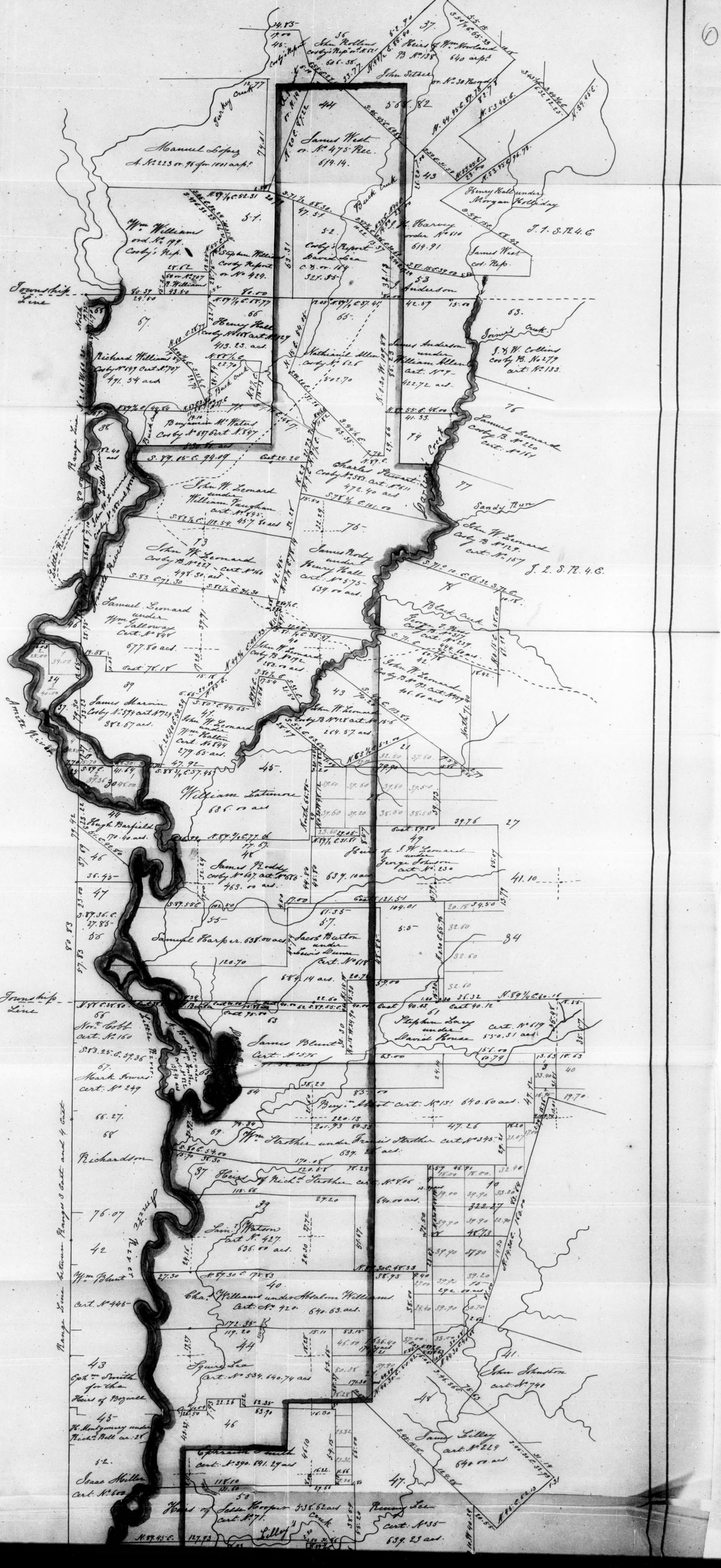
I, Benjamin Tyson Moore, clerk of the district court of the United States, for the northern district of Alabama, at Huntsville, do hereby certify, that the above and foregoing one hundred and sixty-two pages contain a full, true, and complete transcript of the record and proceedings had in said court, in chancery, in which Henry Parish, Daniel Parish, LeRoy M. Wiley, John R. Marshall, Thomas P. Norris, and Thomas Parish, late merchants and co-partners, trading under the firm name and style of Parish & Co., are complainants, and Caleb Murphree, administrator de bonis non of the estate of George Goffe, deceased, Louisa C. Goffe, Thomas Williams, jr., John H. Henderson, trustee, &c., Martha Lucy, Addison Boykin and his wife, Mary Louisa Boykin, Elizabeth G. Goffe, Calvin Norris, and David Stodder, are defendants.

In testimony whereof I hereto subscribe my name and affix the seal of said district court, at office in the town of Huntsville in said district, this the fifteenth day of August, A. D. one thousand eight hundred and fifty, and of the independence of the United States of America the seventy-fifth.

[SEAL.]

B. T. MOORE, *Clerk, D. C.*

Schedule "B." referred to in the supplemental petition.



Sandy River

Amite River

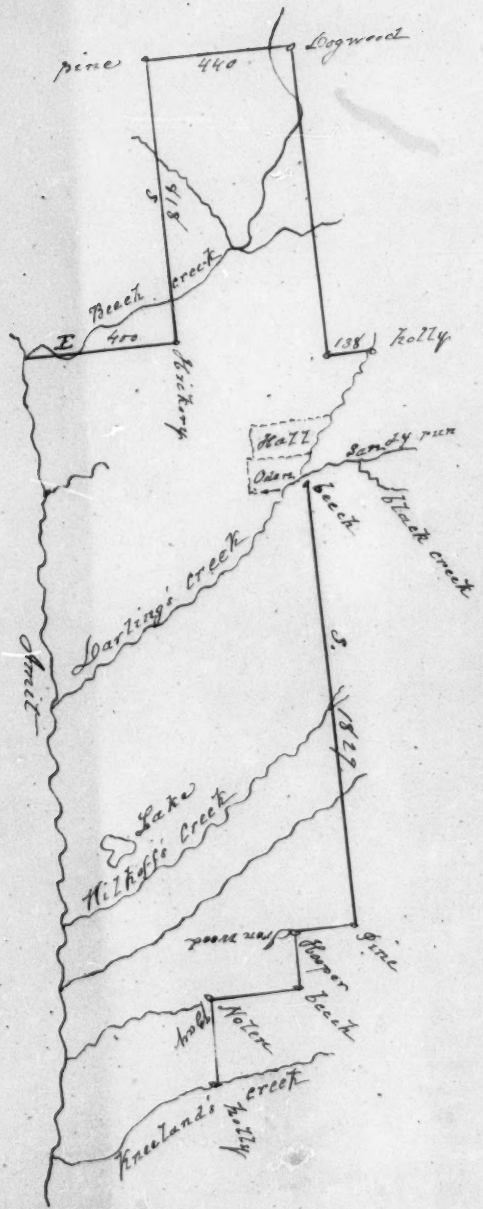
Little River

Grand Ridge Line

Range Line between Ranges 3 East and 4 East

T. 3 S. R. 4 E.

1



No 160 - U.S. to Commr. relative to Sec. Chas. 33

No 250. Sketch of the Mouth of Yellow Stone River

(7)

Polio

Yellowstone

Yellow Stone

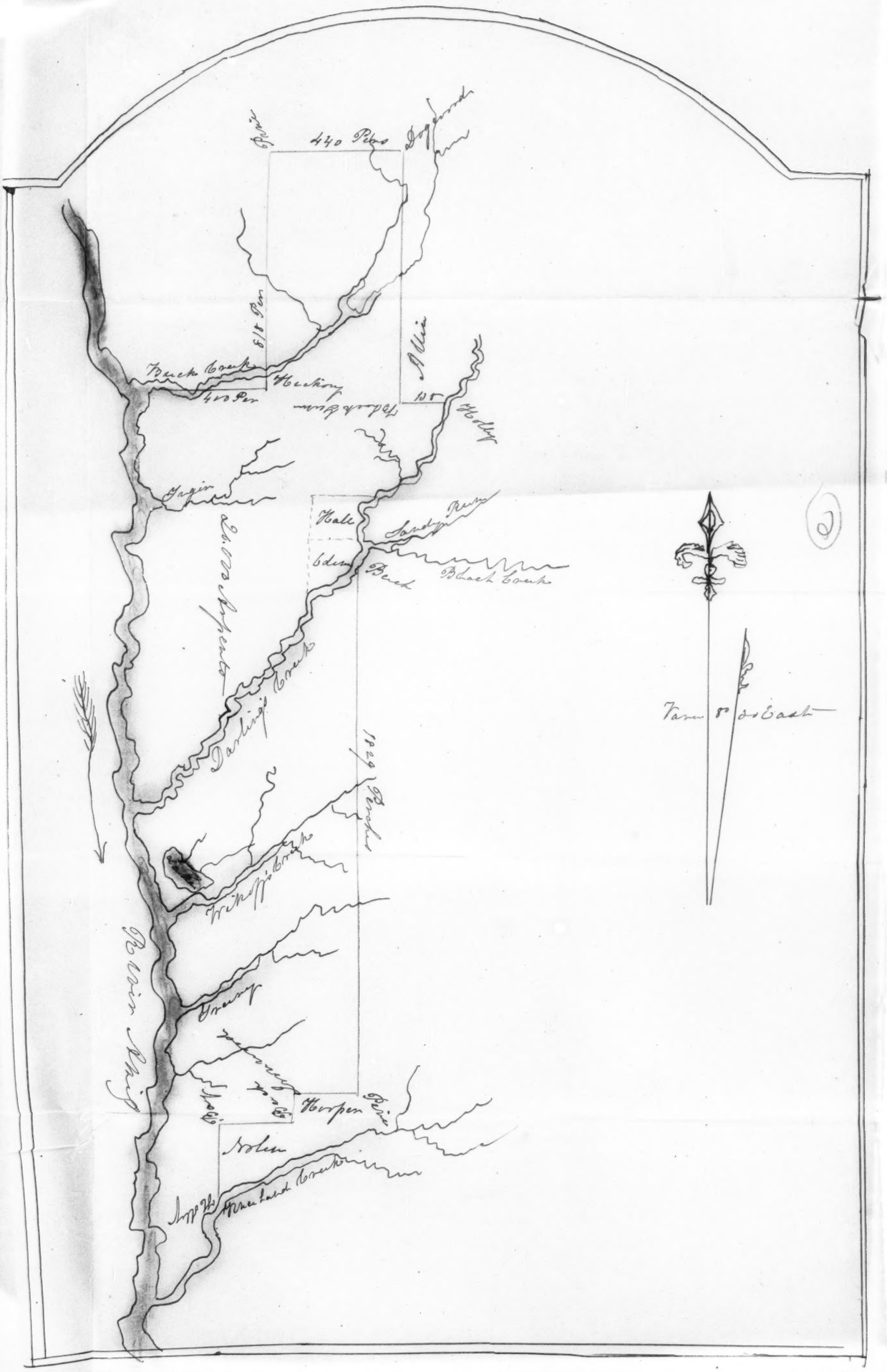
Missouri

Yellow Stone

Yellow Stone

Missouri

Yellow Stone


No 260 a 1 to Conrad adm'r of Wm. Ross 1 T 8
440 Pchs
Dog ground
Beech Creek
Hacking
Allis
Hale
Sandy Run
Black Creek
Darlings Creek
Brush
Brown
Harpers Run
Bolen
Bear Run
Tenn 8° 30' East

Map of a Survey of 20,000 Acres of Land on the Brazos River in the County of Austin

Surveyed for Stephen F. Austin

by Henry Stevenson

Dec. 1828

(21)

Wilkoff

20,000

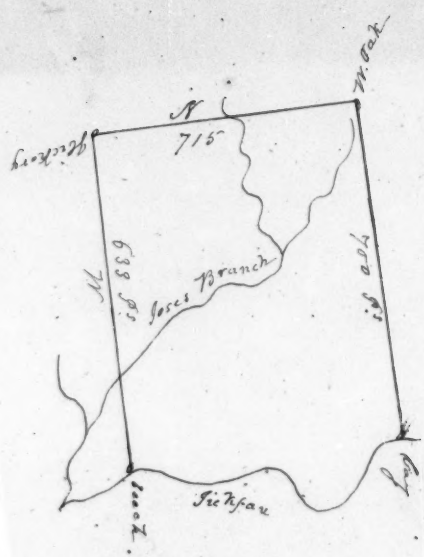
Arpanes

Guillen

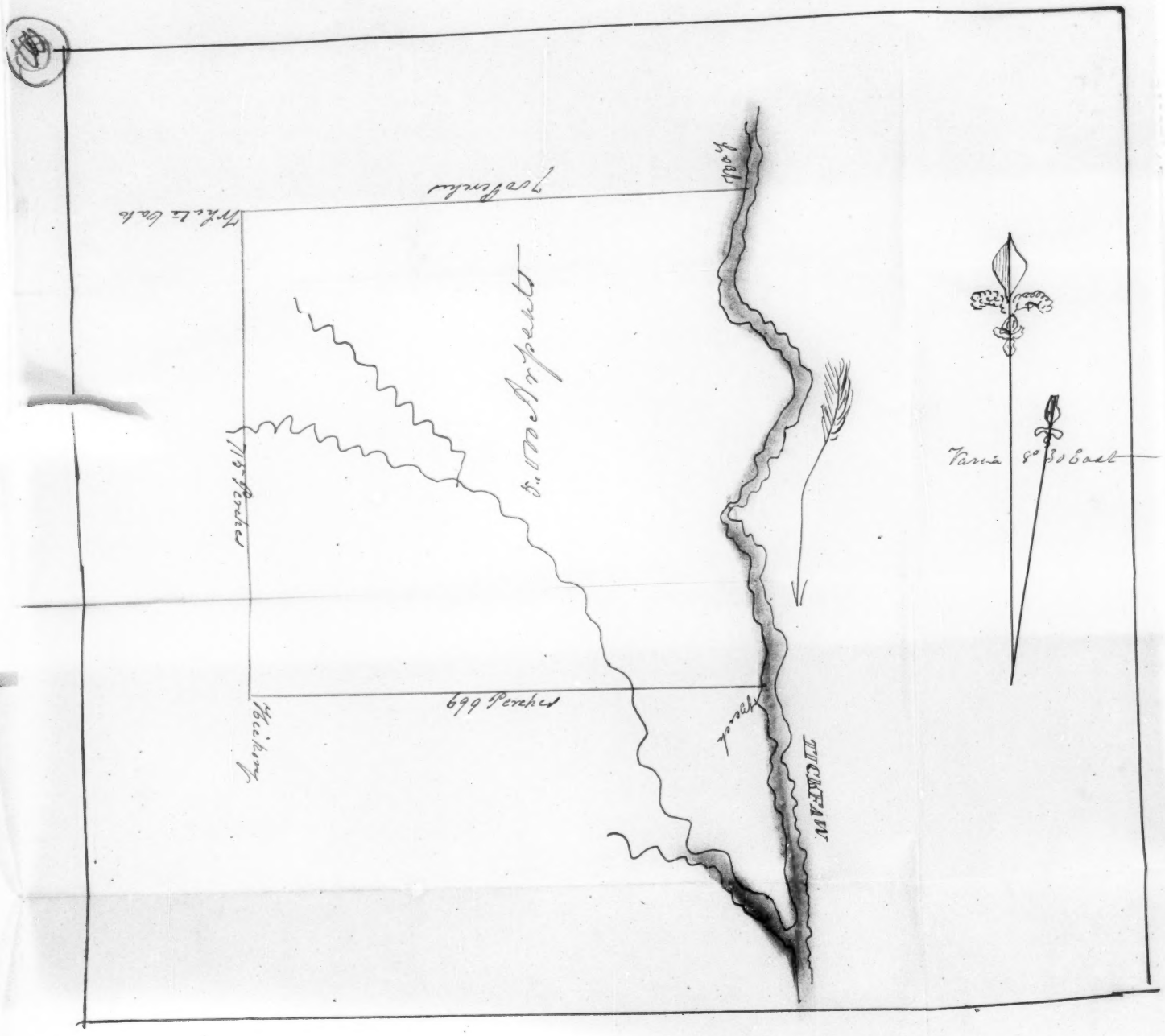
Dow

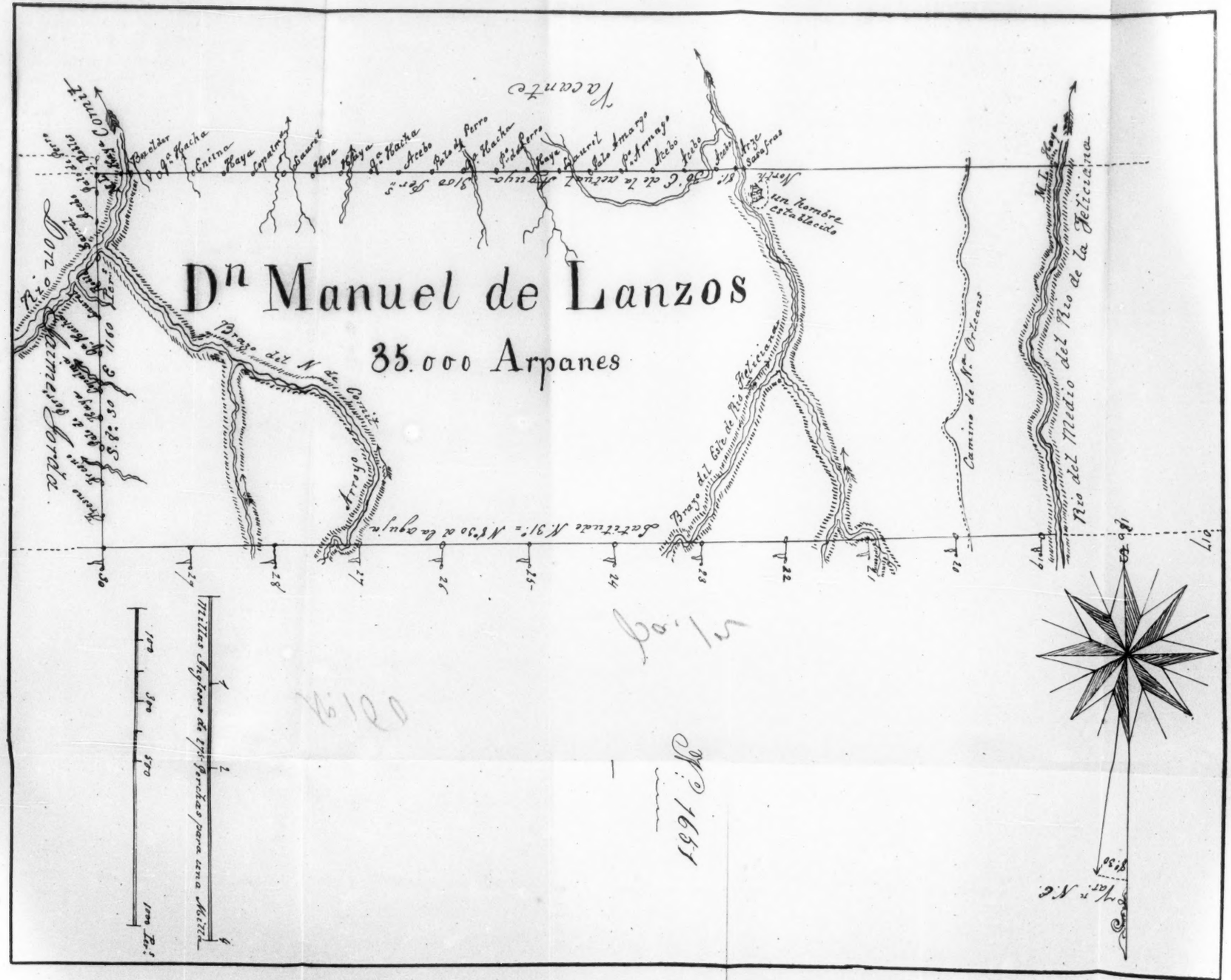
Rio Brazos

No 250. Pa. 55 — 5



No. 260 U. S. Two Colonial adm.ns of Texas — Page 64




Dn Manuel de Lanzos
35.000 Arpanes
Rio de Guadalquivir
Brazo del N. de Cerrix
Arroyo
Brazo del Este de Rio Felicianes
Camino de N.a Ora.
Rio del Medio del Rio de la Felicianes
Millas Inglesas de 1760 Partidas para una Milla
Millas Españolas de 1000 Varas Castellanas

MISSISSIPPI TERRITORY

LINE OF DEMARKATION

D. ARMANDO DUPLANTIER VACANT

D. JUAN LYND

D. JOSEPH REYNES

D. JAYME JORDA

THOMPSON'S CREEK

MIDDLE PR OF

EAST

RIVER

COMIS

N. Lat 31°

514 Perches

N. 1

N. 2

N. 3

N. 4

N. 5

N. 6

N. 7

N. 8

N. 9

N. 10

N. 11

N. 12

N. 13

N. 14

N. 15

N. 16

N. 17

N. 18

N. 19

N. 20

N. 21

N. 22

N. 23

N. 24

N. 25

N. 26

N. 27

N. 28

N. 29

N. 30

N. 31

N. 32

N. 33

N. 34

N. 35

Smith's 1st Improvement abandoned

D. Nyland Settlers Improvement abandoned

Improvement abandoned by Isaac Strain

Williams house

Van Allen

Scott's Tract

Graves's Hill

Sweet Gum

Sycamore

Dogwood

Laurel Magnolia

Gum Swamp

Poplar

Pine Barren

Hurricane Creek

Neuman's field

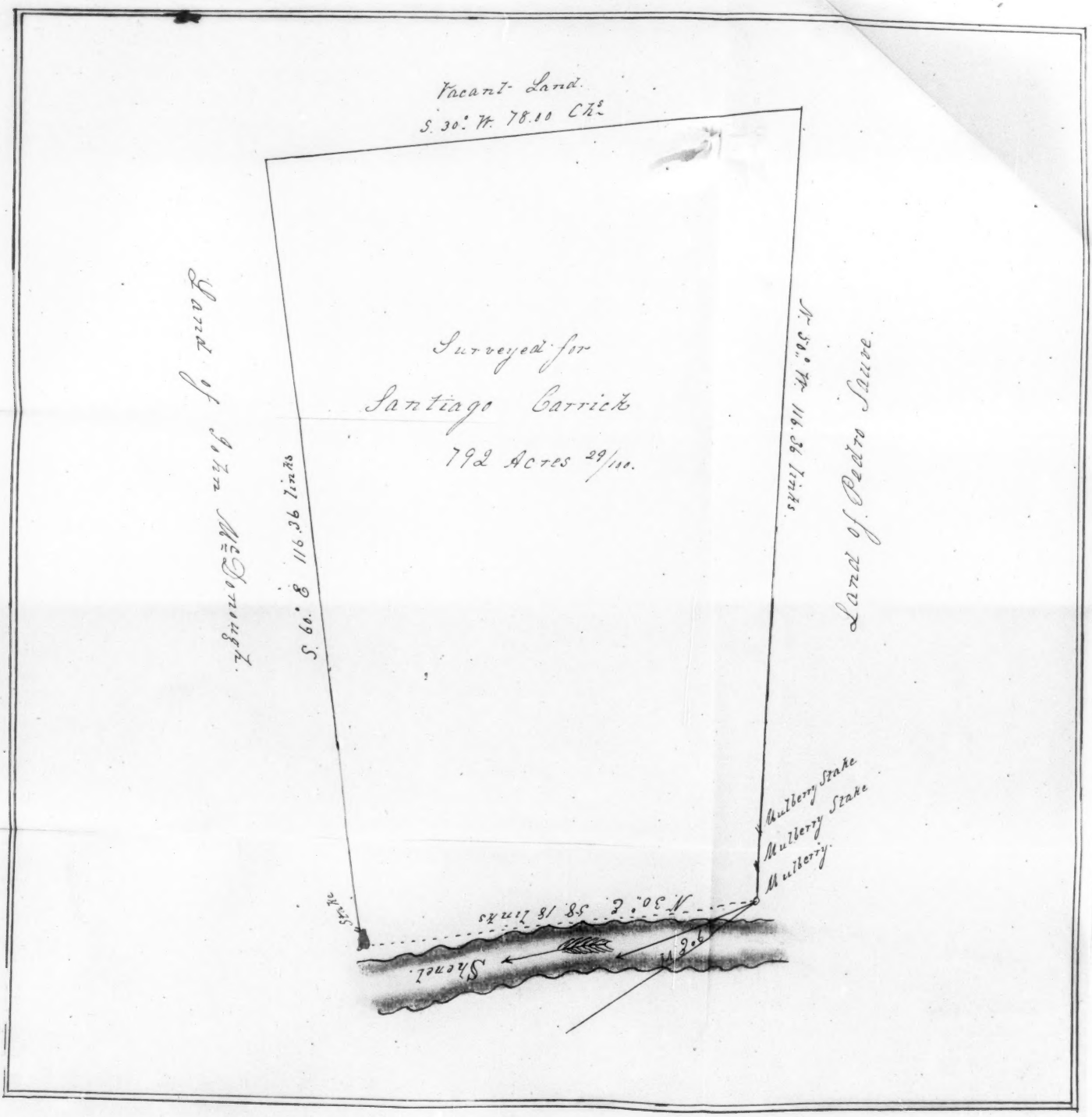
Bear Creek

Scale of Miles

1 2 3 4

Four Pole Chains

N: 268. U.S. vs Porcha pa 29—



Scale of 20 chains to an Inch

(signed) Henry Waller
Dy. Deputy Surveyor
Baton Rouge La

No 269. Fan. 13 - Ll. 4 de Artic. 8 de —

Frente

Terreno de la Profundidad

Terreno

Vacante

Limite inferior 937° x 400 Perchas

Don Mathieu Hunter Segunda

Profundidad concedido el dia 14 Mayo 1801

Terreno de la Profundidad ordinaria

Limite superior 960 x 400 Perchas

Vacante

Don Juan Boyer

Limite comun con Juan Boyer 40 arpans

Don Mathieu Hunter comprada

de con la Profundad ordinaria

Limite comun con Noel Perret al 960 x 40 arpans

Don Noel Perret

Savinna

Savinna ano 1801

Calle de Allemans

Distrito de La Fayette Mt Bayou

Escala de 10 Perchas

Pedro Zamero Claim.

T. 1 S. R. 3. E.

Mrs Burgess.

Sec 20

Sec 17

Matthews.

Base Line

Gartman.

Lake Wilson

D. Branch

Bayou Huffmans

Matthews.

Sec 28

Sec 21

Sec 16

Oyster Lake

Stevens.

D. Janner.

J. B. Roberts.

Scale of 40 chains to inch.

T. 15. S. R. 3. E

116 East.

Pedro Zamero.

Bayou Benitt

Sec 17

Sec. 16.

Sec 15.

Sec 14.

Murdock

N. 116.

Sec 20

Sec 21

22

23.

Base Line

Huffpower

Grion

Oyster Lake

Grion

116.

Lake

Sec 29

Lake Wilson

28

27

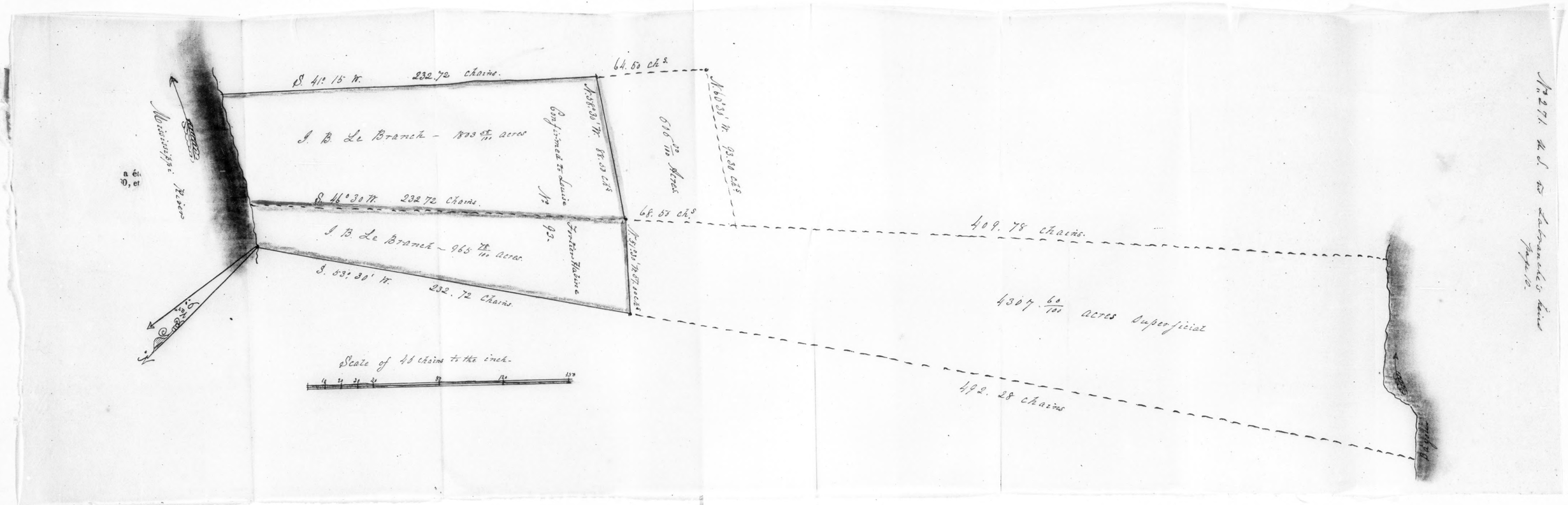
26

J. B. Roberts

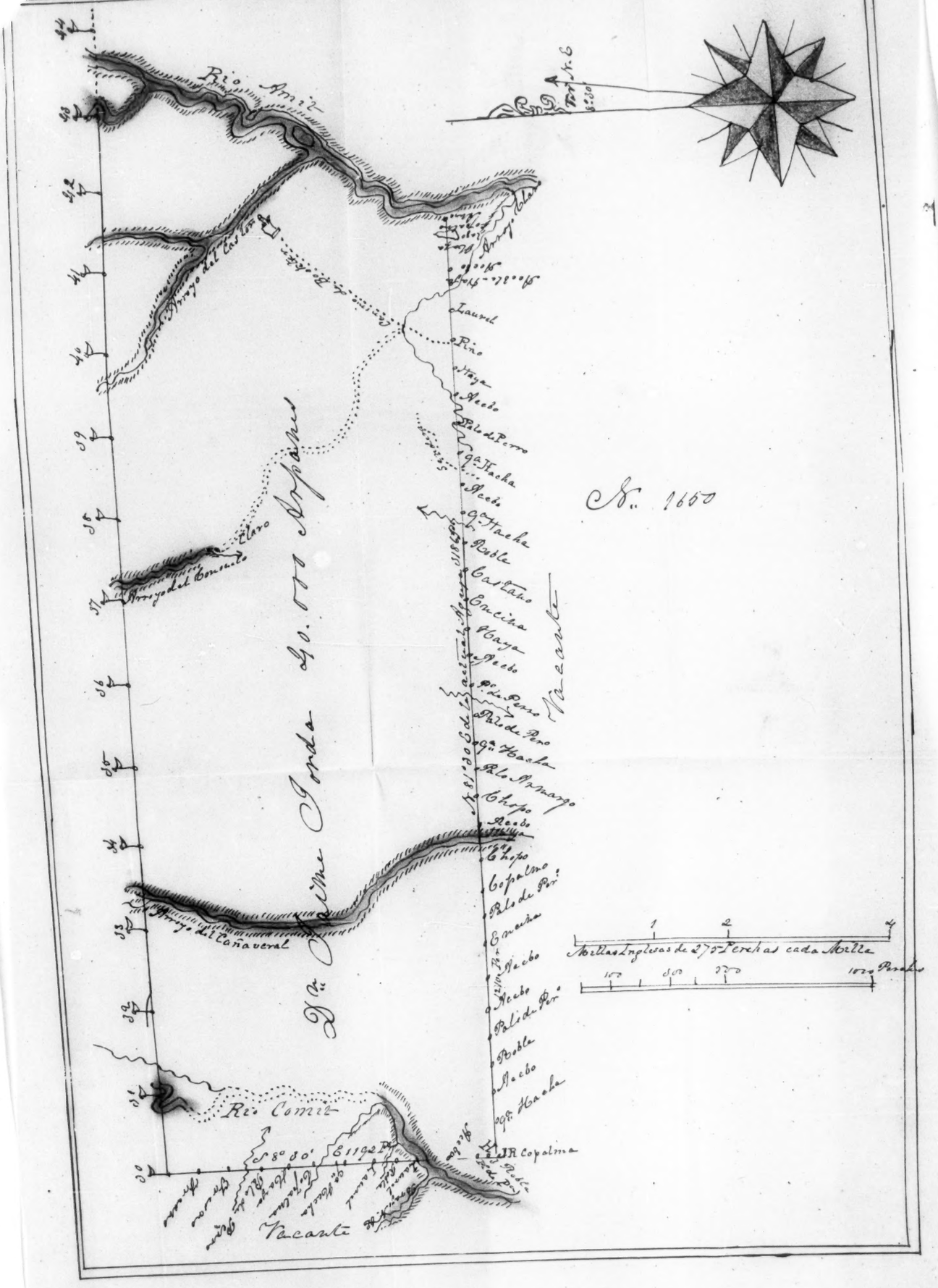
Bayou Clear

Bayou Rouge

Return Jan 8th


No. 2271 A. C. de Lafrenaye's Field Book 12.
S. 41° 15 W. 232.72 Chains.
64.50 Chs.
N. 60° 30' W. 93.50 Chs.
J. B. Le Branch - 183 57/100 acres
Boisbriand to Lauzon
S. 46° 30 W. 232.72 Chains.
68.57 Chs.
409.78 Chains.
J. B. Le Branch - 965 78/100 acres.
Jupiter Rivière
S. 63° 30' W. 232.72 Chains.
4307.60/100 acres superficiel
492.28 Chains
Scale of 40 chains to the inch.
Rivière

No 27 de la Isla de San Leonardo Luis Abella Jorge 13

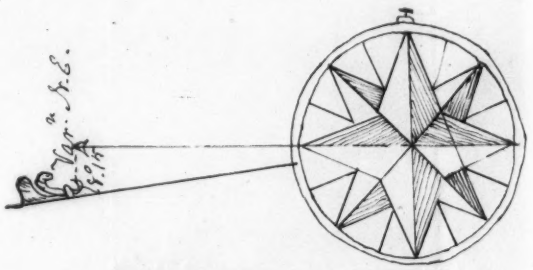


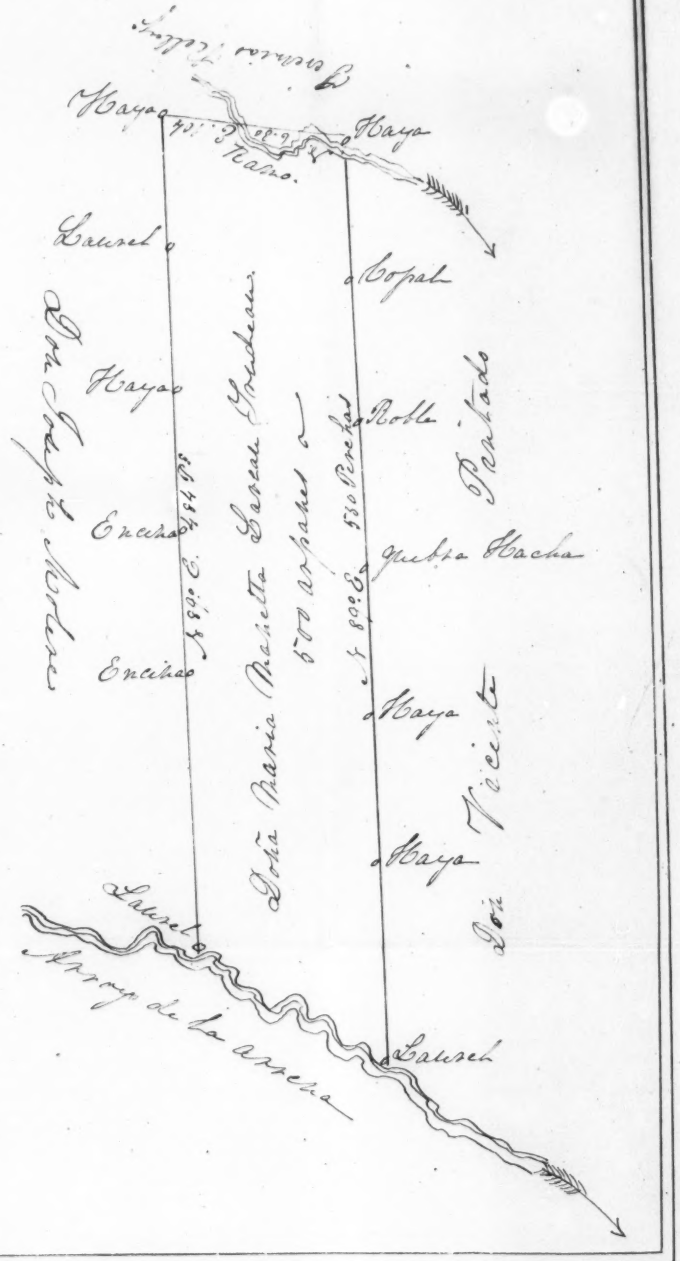
No. 73. U. States vs Brazos Reyes - 11

Chijoaha, 9,797

Distrito de la Sta Feliciana.

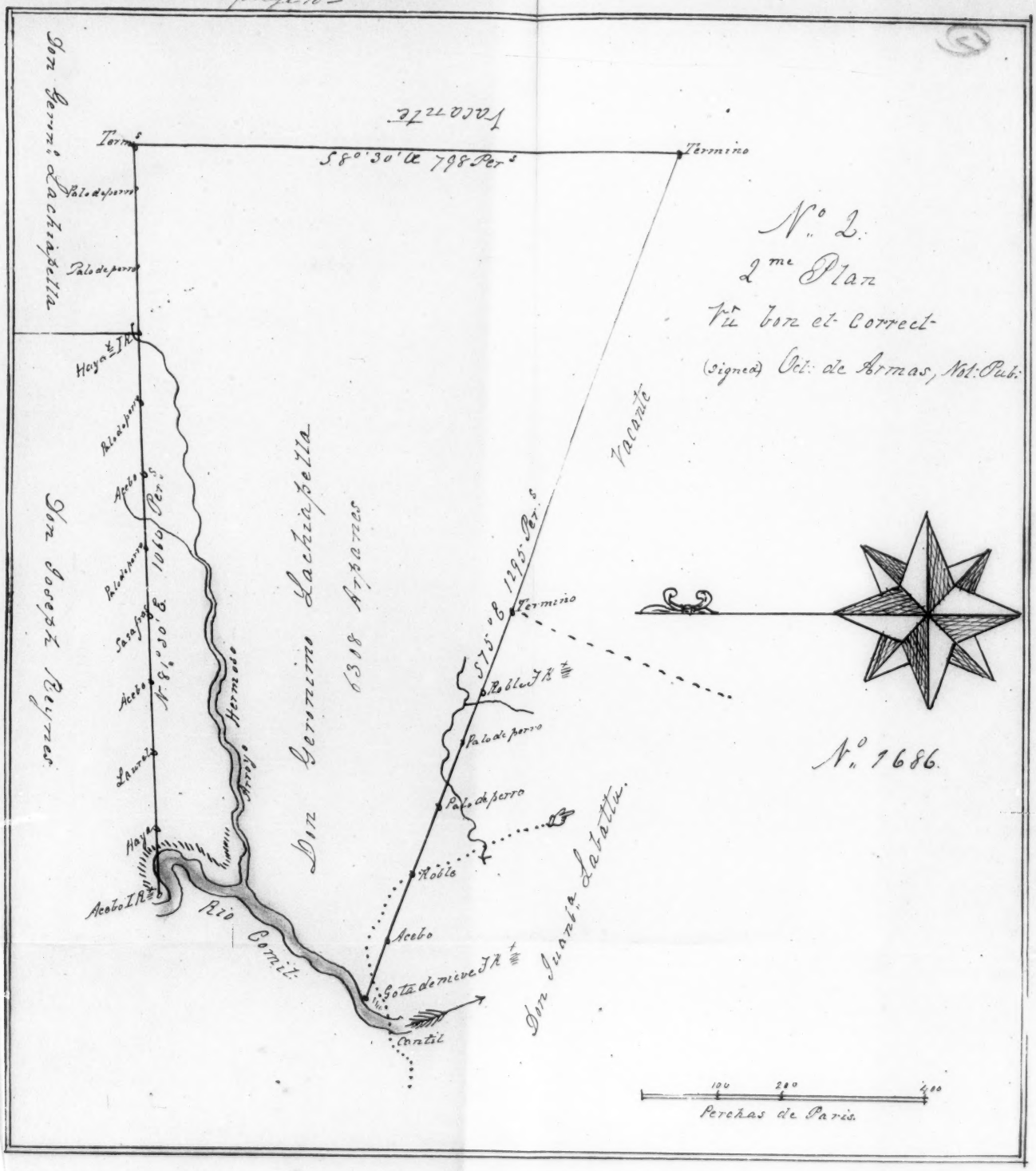
10.20.30.40.50 100 200 Perchas





No. 1176

Hamm N.° 274 U. S. vs Peter Delgeno Bk of Louisiana
page 18=



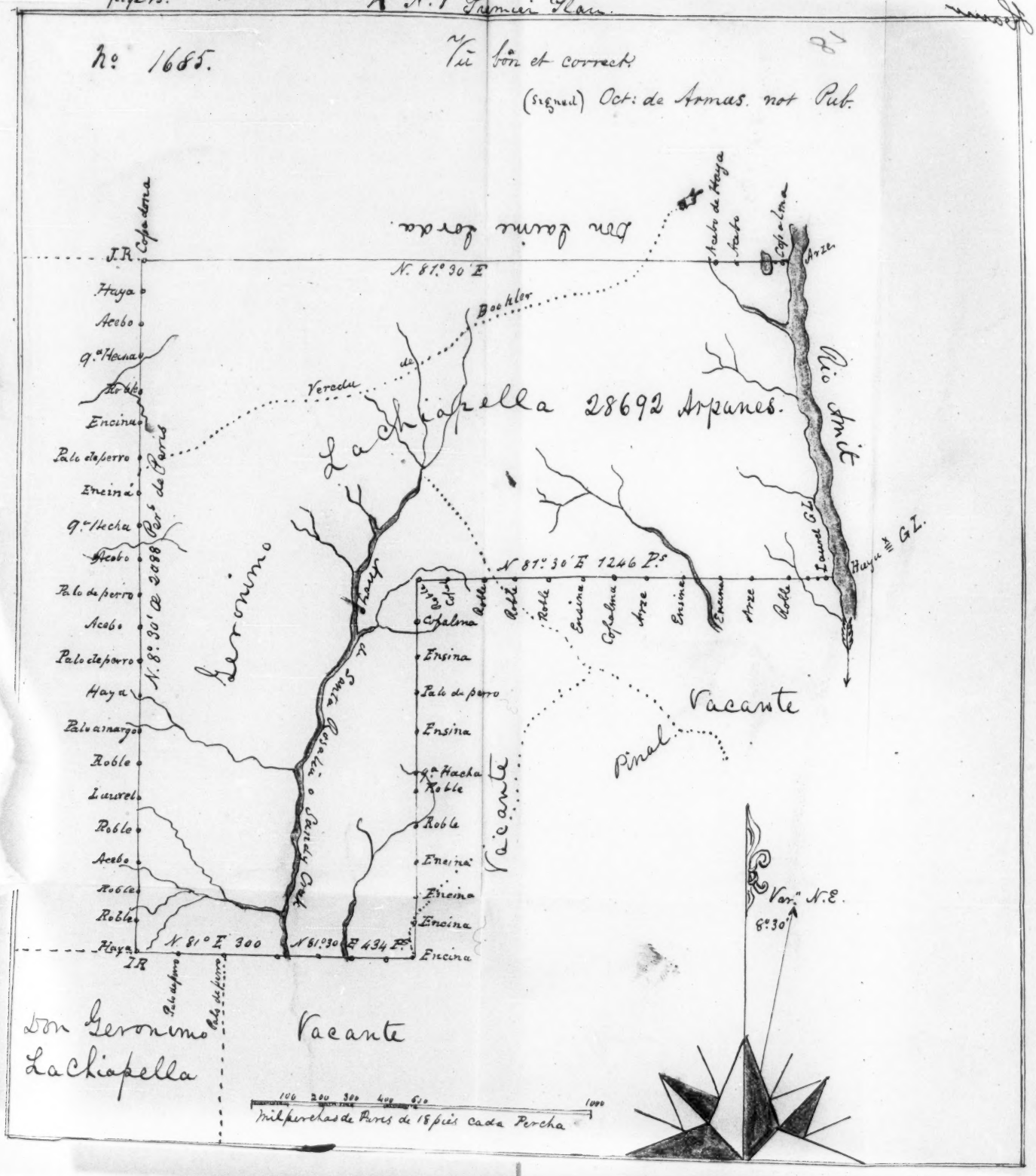
No. 274 - W.S. vs Citizens Bank of Louisiana
page 13.

A No. 1 Premier Plan.

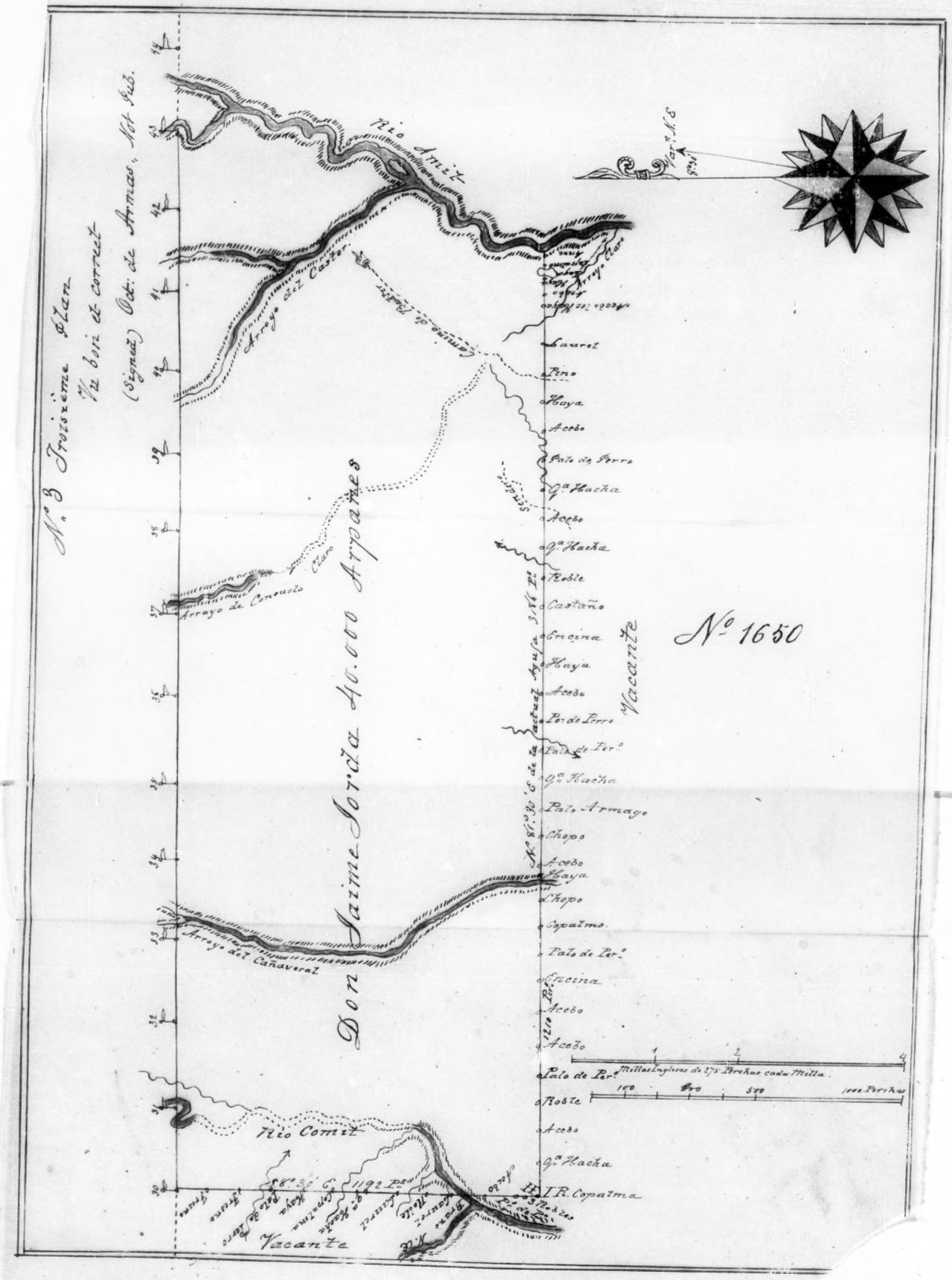
No. 1685.

Vu bon et correct.

(signed) Oct: de Armas. not Pub.



No 274 - Pan: 21 - U.S. vs Citizens' Bank of Louisiana



North

Section Line

Range Line

Entry No. 416.
248 acres
Mc Lemore & Lyttle.

Entry No. 417.

Entry No. 418.
Carrin & Co.
914 acres.

Oct. 228 R. S. | 1098 W.C.B. 65-a | Chester 200

Mc Lemore & Hopkins,
1148 acres

Mississippi River

Entry No. 414
Mc Lemore & Vault,
640 acres

Entry No. 420

Oct. 649
W. E. Butler
40 acres

West

East

Wheaton & Isdale,
2000 acres

Oct. 648
200 acres
W. C. Pollard

Entry No. 397
J. H. L. Mazz
320 acres

Entry 401
J. H. L. Mazz
214 acres

Entry No. 419
Edward Harreby
1901 acres,

Entry No. 442
Joseph Kerr
1854 acres

Entry No. 426
C. Harris
629 acres

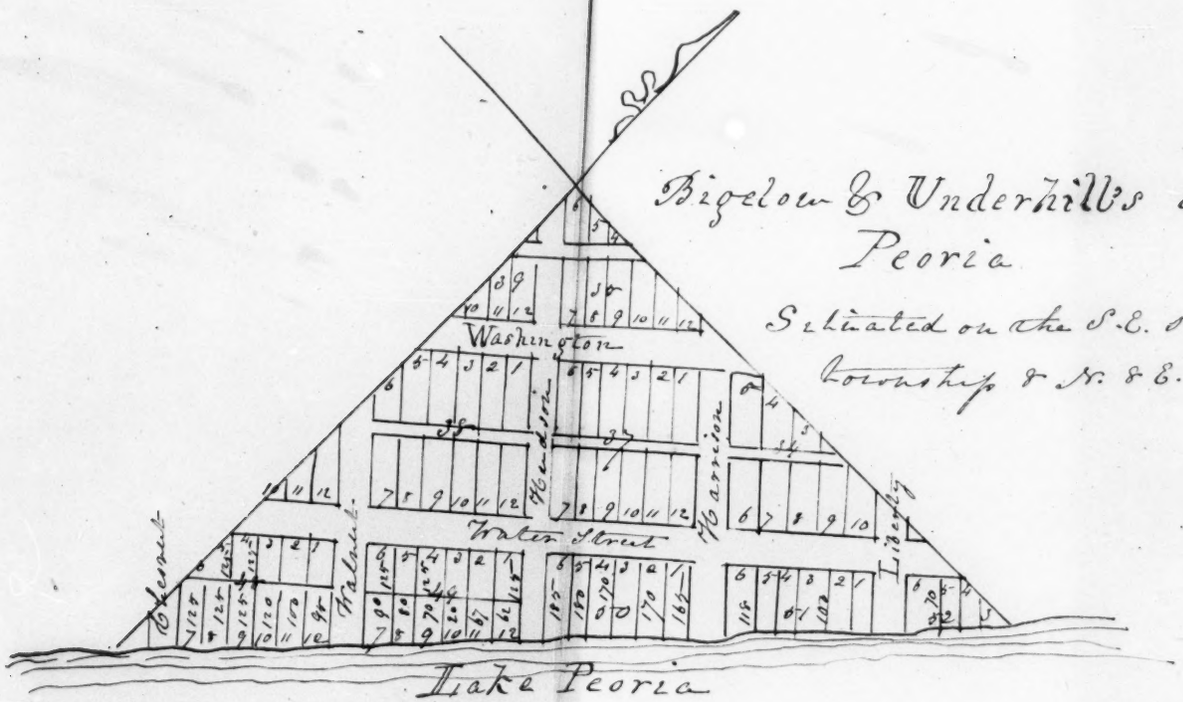
South

Section Line

Range Line

No. 1765 — Sec. 14 Township 17 Range 5 West —

69



Bigelow & Underhills addition to
Peoria

Situated on the S.E. qr
Township 9 N. R. 8 E. 4 P.M.

No 185. Ballance to Forsyth Sale
Page 106

56
9.07
40.20

13.27

N 89°30' W 19.96

3.9.76.

S 0°45' W 40.00

S 0°30' W 24.06

44.12

Sec 9

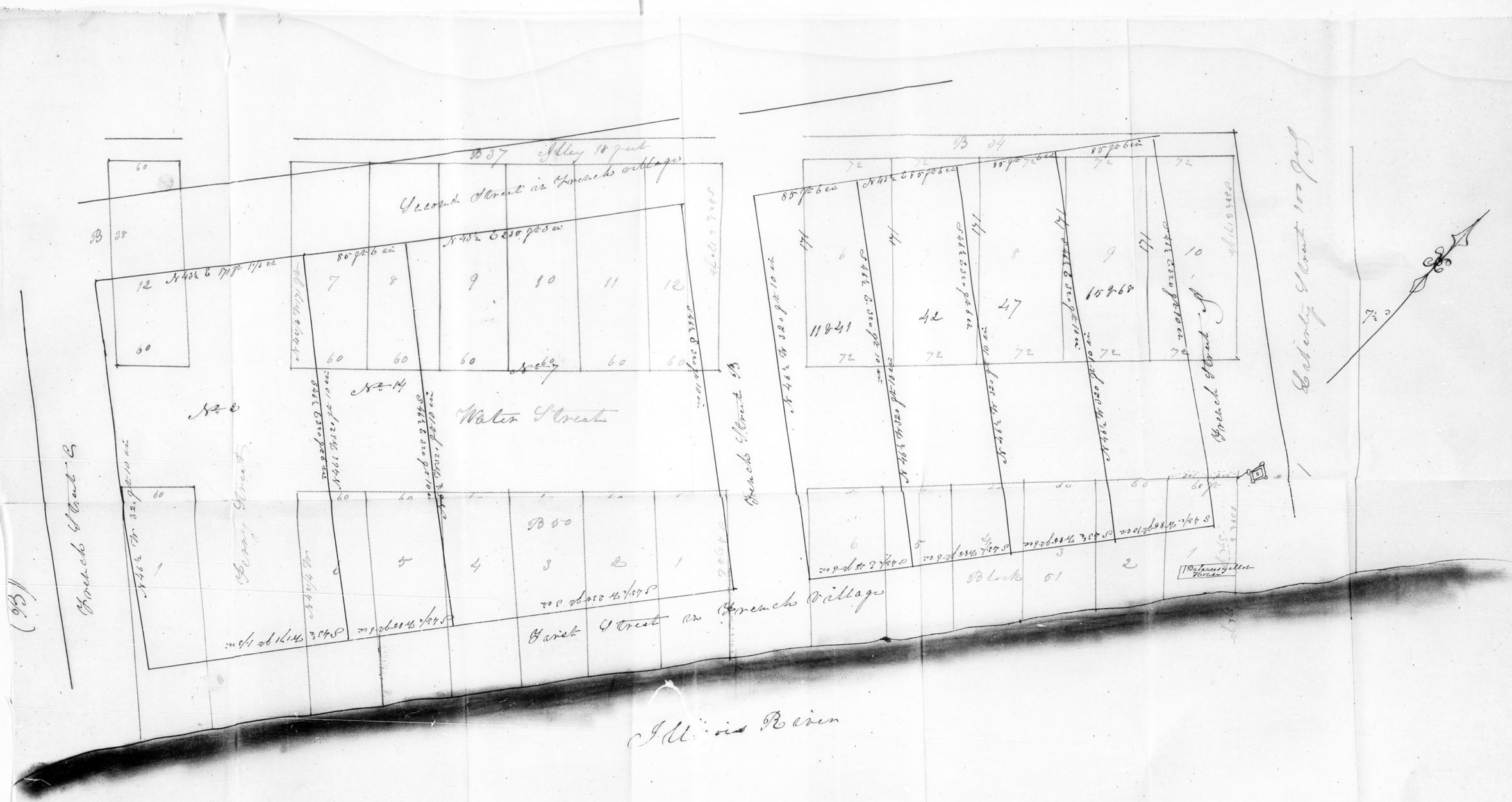
N 89°30' W 40.06½

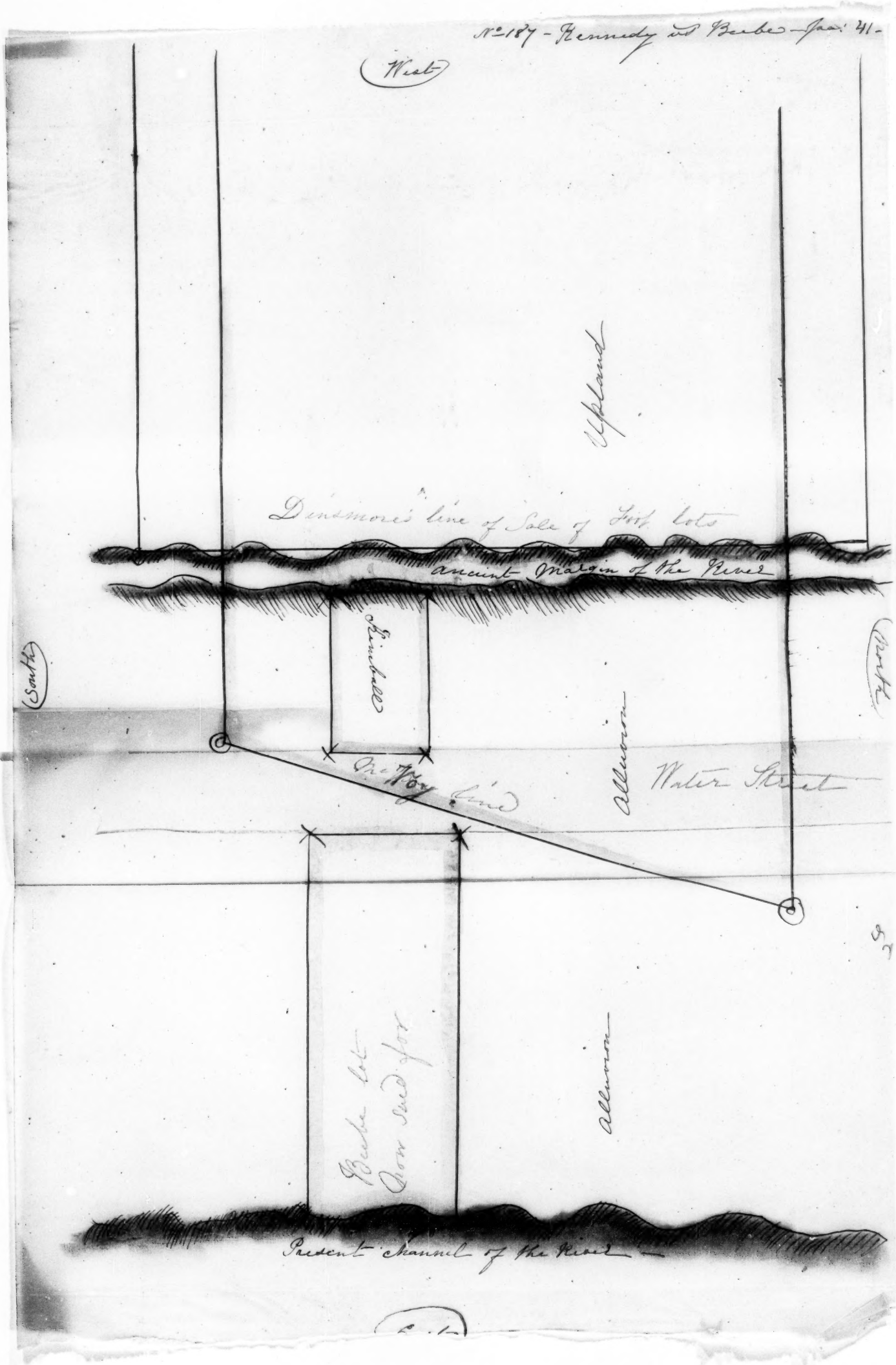
S 89°30' E 25.10

Sec 16.

Lake Peoria

Variation 8° East
Scale of 10 chains to an inch.


Second Street in French village
Water Street
Front Street
Canal Street
Illinois River
Block 51
Block 52


No 187 - Kennedy vs Barbe - Jan: 41 -
West
Upland
Densmore's line of Sale of Lots lots
ancient Margin of the River
South
Kindall
Alluvion
Water Street
Alluvion
Present Channel of the River

William McVoy's Grant

Emanuel Street

Church Street

Government Street

Emanuel Street

Eastern Street

Montague Street

Princess Street

Royal Street

Old Fort Charlotte

Royal Street

Royal Street

Map of the McVoy Claim

Water Street

Bergen

Lyle

Mann

A. Shultz

B. Simmons

Water Street

Matthews

Pinckney Street

Water Street

A. A. Bentz

J. G. Lafayette

Pinckney = Bentz Lot 40

Copy Map of Hubbard
Made for the Lot Company
and by which the Lot Company Resolved —

Cyrus Dinsmore —

Explanation of the Map —

The Squares shaded yellow represent the public lots —

The red shade bounds the public lots —

The lots are 30 French feet front —

The french foot is equal to 12 $\frac{789}{1000}$ inches American measure. —

Jackson

Street

Levee

No 1

No 2

No 3

No 4

No 5

No 6

No 7

Governments House

Bay

Emanuel Street

Monroe Street

Theatre Street

South West Angle of Fort Charlotte.

Royal Street

13	12	11	10	9	8	7	6	4	5	3	2	1	9
				I	I	I	I	I	I	I	I	I	I

No 3 (3)

Bitzer — 8 — 9 — 10 — Elliott — Fernandez — Adams — 11 — Aubert — 12 — Mercier

Street

A. R. Beebe — 103 (10) — J. Y. Brozat — 1

Commerce Street.

A. R. Beebe

Cook & Walker

A

Stockney

Tankersly

Nº 9

Nº 8

Nº 7

Nº 6

Nº 4

Nº 3

Nº 2

Nº 1

Port Office

Court House

The Kings Battery

Battery

Hotel

Church

Judge Hall's

Government Houses

Barracks

Jiddy's

Stadium's Wharf

Montroe's Wharf

The Kings or Public Wharf

Charlotte

Fort

Montroe

Mobile Bay.

0 200 300 400 500

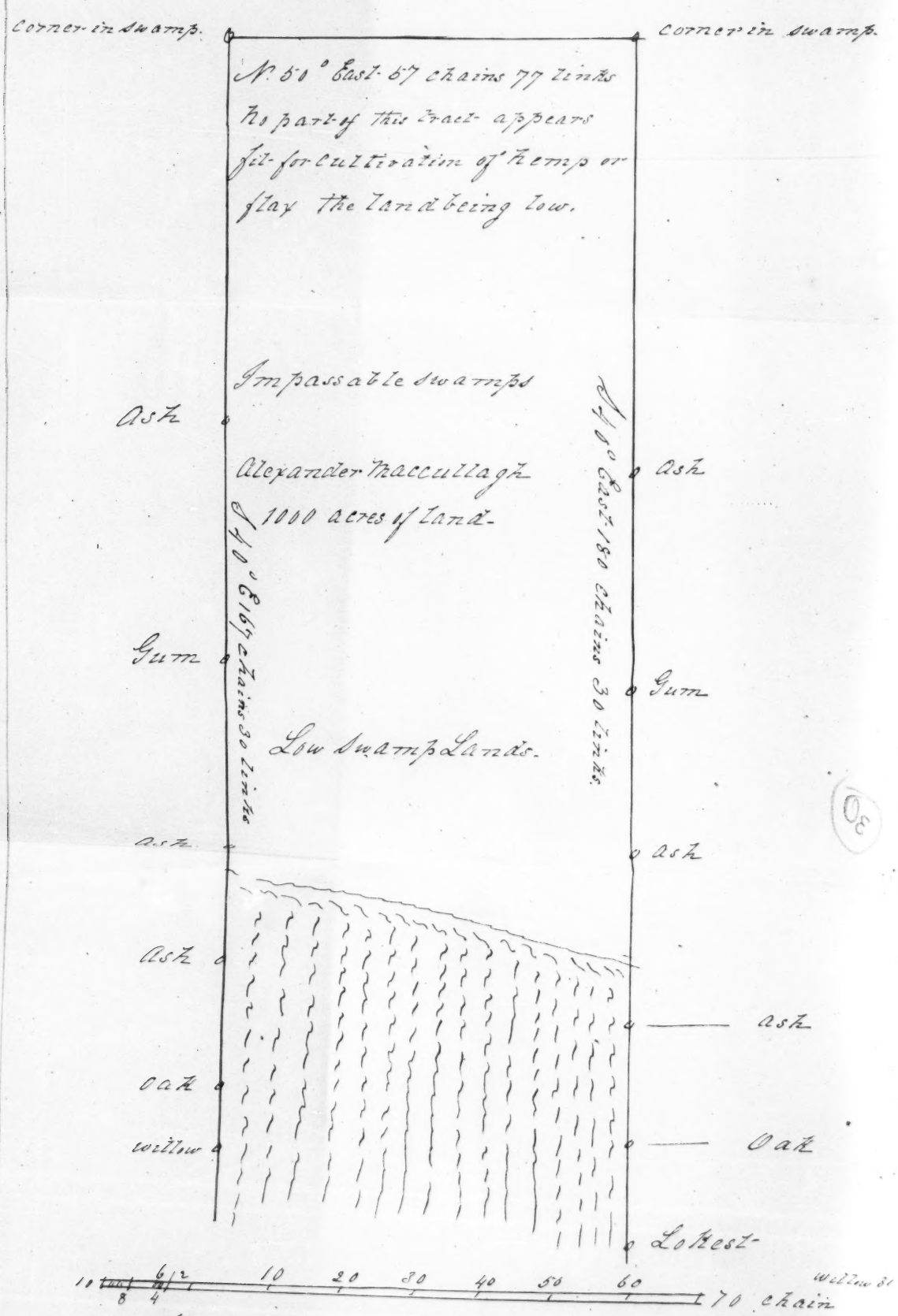
Scale of French Feet.

Nº 187 - Jas. McKenney to Becks —

No 198 - U. States vs Macculloch
page 13 -

13

(Plat.)



Scale 20 chains to an inch